

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 1	ORDER DATE 10/24/17
BUSINESS UNIT 9000	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 2510985	
VENDOR ADDRESS: TRANSCRIPTION OUTSOURCING LLC 1780 S BELLAIRE ST STE 400 DENVER CO 80222-4307	

CONTRACT NUMBER
79612 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 01, 2017 THROUGH MAY 21, 2019

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Contract 170007304

Contract to supply and deliver General, Legal and Medical Transcription Services, through a prime vendor program to State of Nebraska agencies for the period November 1, 2017 through May 21, 2019, with the option to renew for three (3) additional one (1) year periods, per the terms, conditions, and specification of the "Request for Proposal".

Payment: 45 days

(For the File - All requests for proposal (RFP) evaluation, etc., are retained by National Association of State Procurement Officials® (NASPO-ValuePoint). This RFP and Contract are bid and awarded by the on behalf of NASPO-VALUEPOINT and its current and potential member agencies to include all government, higher education, K-12 education, nonprofit, tribal government, and other public agencies located nationally within all fifty (50) states and Canada, and internationally, of which, Nebraska is a member).

(For the File: The NASPO-ValuePoint Master Price Agreement contract period was effective May 22, 2017. The Participating Addendum for Nebraska became effective November 1, 2017.

Vendor Contact: Ben Walker
Phone: (720) 287-3710
Fax: (303) 952-9897
E-Mail: bwalker@transcriptionoutsourcing.net
Website: <https://www.transcriptionoutsourcing.net/>

(10/24/17 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	TRANSCRIPTION SERVICES See attached Attachment C: Cost Sheet Matrix for pricing. Price is based on a standard line of 65 characters including spaces.	2,000.0000	\$	1.0000	2,000.00
Total Order					2,000.00

10/24/17 Teresa Fleming 10/30/17
AC 1 Douglas E. Boden 11/01/17
BUYER
MATERIEL ADMINISTRATOR

Vendor Name:

Transcription Outsourcing, LLC (Denver, CO)

Please provide cost for General, Legal, Medical, and Additional Transcription. Price is based on a standard line of 65 characters including space.
Prices provided will be for state (s) vendor is awarded a master agreement
It is required that vendors bid in column labeled "<1-Day" a not to exceed price for the most urgent service need. Services that are not urgent, but are less than a day cannot exceed the urgent price quoted.

Vendor will place pricing in yellow highlighted cells:

Service Type	Standard line (65 characters including space)															
	Line Count	<1-day			1-day		2-days		3-day		4-day		5-day		6-days or <	
General Transcription	550	\$ 0.130	\$ 71.50	\$ 0.120	\$ 66.00	\$ 0.110	\$ 60.50	\$ 0.100	\$ 55.00	\$ 0.090	\$ 49.50	\$ 0.085	\$ 46.75	\$ 0.080	\$ 44.00	
Court/Legal Transcription	550	\$ 0.130	\$ 71.50	\$ 0.120	\$ 66.00	\$ 0.110	\$ 60.50	\$ 0.100	\$ 55.00	\$ 0.090	\$ 49.50	\$ 0.085	\$ 46.75	\$ 0.080	\$ 44.00	
Medical Transcription	550	\$ 0.140	\$ 77.00	\$ 0.140	\$ 77.00	\$ 0.120	\$ 66.00	\$ 0.100	\$ 55.00	\$ 0.100	\$ 55.00	\$ 0.100	\$ 55.00	\$ 0.100	\$ 55.00	
	Total		\$ 220.00		\$ 209.00		\$ 187.00		\$ 165.00		\$ 154.00		\$ 148.50		\$ 143.00	
															\$ 1,226.50	Final Total Service Types

Additional Transcription Service Charges	Line Count	<1-day			1-day			2-day			3-day			4-day			5-day			6-days or <		
Audio Time Coding	550	\$ 0.015	\$	8.25	\$ 0.013	\$	7.15	\$ 0.011	\$	6.05	\$ 0.009	\$	4.95	\$ 0.007	\$	3.85	\$ 0.006	\$	3.30	\$ 0.005	\$	2.75
Burnt-in Timecode.	550	\$ 0.015	\$	8.25	\$ 0.013	\$	7.15	\$ 0.011	\$	6.05	\$ 0.009	\$	4.95	\$ 0.007	\$	3.85	\$ 0.006	\$	3.30	\$ 0.005	\$	2.75
Speaker Tracking	550	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-
Multiple Speakers	550	\$ 0.063	\$	34.65	\$ 0.056	\$	30.80	\$ 0.048	\$	26.40	\$ 0.040	\$	22.00	\$ 0.032	\$	17.60	\$ 0.024	\$	13.20	\$ 0.016	\$	8.80
Non-American Accent	550	\$ 0.032	\$	17.60	\$ 0.028	\$	15.40	\$ 0.024	\$	13.20	\$ 0.020	\$	11.00	\$ 0.016	\$	8.80	\$ 0.012	\$	6.60	\$ 0.008	\$	4.40
Noisy Background	550	\$ 0.032	\$	17.60	\$ 0.028	\$	15.40	\$ 0.024	\$	13.20	\$ 0.020	\$	11.00	\$ 0.016	\$	8.80	\$ 0.012	\$	6.60	\$ 0.008	\$	4.40
Strict Verbatim	550	\$ 0.015	\$	8.25	\$ 0.013	\$	7.15	\$ 0.011	\$	6.05	\$ 0.009	\$	4.95	\$ 0.007	\$	3.85	\$ 0.006	\$	3.30	\$ 0.005	\$	2.75
Subtitle File	550	\$ 0.032	\$	17.60	\$ 0.028	\$	15.40	\$ 0.024	\$	13.20	\$ 0.020	\$	11.00	\$ 0.016	\$	8.80	\$ 0.012	\$	6.60	\$ 0.008	\$	4.40
High Difficulty Level	550	\$ 0.095	\$	52.25	\$ 0.083	\$	45.65	\$ 0.071	\$	39.05	\$ 0.060	\$	33.00	\$ 0.048	\$	26.40	\$ 0.036	\$	19.80	\$ 0.024	\$	13.20
	Total		\$	164.45		\$	144.10		\$	123.20		\$	102.85		\$	81.95		\$	62.70		\$	43.45
																					\$ 722.70	Final Total Additional Services

Grand Total Evaluated Cost, Include

\$ 1,949.20

Service Types + Additional Services

Cost listed in **Optional Transcription Services** will not be used in the cost calculation formula and will not be assigned cost points. Awarded contractor will be held to any costs stated in this section if the state chooses to add these services to the Master Agreement.

Optional Transcription Services *	Line Count	<1-day			1-day			2-day			3-day			4-day			5-day			6-days or <		
Law Enforcement Transcription	550	\$ 0.130	\$	71.50	\$ 0.120	\$	66.00	\$ 0.110	\$	60.50	\$ 0.100	\$	55.00	\$ 0.090	\$	49.50	\$ 0.085	\$	46.75	\$ 0.080	\$	44.00
Academic Transcription	550	\$ 0.130	\$	71.50	\$ 0.120	\$	66.00	\$ 0.110	\$	60.50	\$ 0.100	\$	55.00	\$ 0.090	\$	49.50	\$ 0.085	\$	46.75	\$ 0.080	\$	44.00
Financial Transcription	550	\$ 0.130	\$	71.50	\$ 0.120	\$	66.00	\$ 0.110	\$	60.50	\$ 0.100	\$	55.00	\$ 0.090	\$	49.50	\$ 0.085	\$	46.75	\$ 0.080	\$	44.00
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-

* Pricing for Optional Transcription Services may be quoted in methods other than Line Count.

TRANSCRIPTION SERVICES
Led by the State of Alaska

Master Agreement #: 170007304

Contractor: **Transcription Outsourcing, LLC**

Participating State: **STATE OF NEBRASKA**

The following products or services are included in this contract portfolio:

- General, Legal and Medical Transcription Services

Master Agreement Terms and Conditions:

1. Contract Period: November 1, 2017 through May 21, 2019. This PA may be extended beyond the original contract period for three (3) additional one (1) year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of participating entities, current market conditions, and Contractor performance.
2. Scope: This addendum covers the Transcription Services led by the State of Alaska for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts.
3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Nebraska.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ben Walker
Address:	1780 S. Bellaire St, Suite 400, Denver CO 80222
Telephone:	(720) 287-3710
Fax:	(303) 952-9897
Email:	bwalker@transcriptionoutsourcing.net

TRANSCRIPTION SERVICES

Led by the State of Alaska

Participating Entity

Name:	State Purchasing Bureau
Address:	1526 K Street, Suite 130, Lincoln NE 68508
Telephone:	(402) 471-6500
Fax:	(402) 471-2089
Email:	as.materielpurchasing@nebraska.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

State of Nebraska Standard Terms and Conditions Below

IMPORTANT NOTICE/POSTING OF DOCUMENTS

Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov/>

Any entity awarded a contract agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract, awards, and other documents.

A. NOTIFICATION

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

B. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's

TRANSCRIPTION SERVICES
Led by the State of Alaska

sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

C. INDEMNIFICATION

1. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

2. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

- 3.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

D. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

E. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

TRANSCRIPTION SERVICES
Led by the State of Alaska

Contractor and the political subdivisions may negotiate additional terms and conditions that are not inconsistent with the Master Agreement and Participating Addendum. Political subdivisions may enter into any form of agreement for which they have statutory authority.

F. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

I. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

TRANSCRIPTION SERVICES
Led by the State of Alaska

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. upon termination of the master contract by the Lead State;
 - c. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - d. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - e. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - f. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - g. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - h. Contractor intentionally discloses confidential information;
 - i. Contractor has or announces it will discontinue support of the deliverable; and,
 - j. In the event funding is no longer available.

J. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

K. INDEPENDENT CONTRACTOR/OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

TRANSCRIPTION SERVICES
Led by the State of Alaska

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

L. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization

TRANSCRIPTION SERVICESLed by the State of Alaska

program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

M. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION (STATUTORY)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by this contract.

N. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

O. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

P. OWNERSHIP OF INFORMATION AND DATA/DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable

Q. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

R. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No

TRANSCRIPTION SERVICES
Led by the State of Alaska

additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

S. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

T. NEBRASKA TECHNOLOGY ACCESS STANDARDS (STATUTORY)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nltc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

U. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

V. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

W. PROHIBITION AGAINST ADVANCE PAYMENT (STATUTORY)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

X. LATE PAYMENT (STATUTORY)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

Y. FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATION (STATUTORY)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

TRANSCRIPTION SERVICES
Led by the State of Alaska

Z. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

AA. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

BB. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

CC. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

TRANSCRIPTION SERVICES
Led by the State of Alaska

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

TRANSCRIPTION SERVICES
 Led by the State of Alaska

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The State of Nebraska is included as an additional insured."	

TRANSCRIPTION SERVICES
Led by the State of Alaska

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, prior to beginning work and upon PA execution, a certificate of insurance coverage complying with the above requirements to the attention of:

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet should reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

DD. REPORTS

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period, less any credits. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State as listed below.

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization: Ordering Entity, Purchase order number; Description; Quantity; and Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

TRANSCRIPTION SERVICES

Led by the State of Alaska

Reports shall be sent to: as.materielpurchasing@nebraska.gov; to the attention of the Participating Entity's primary contact. Please include the contract number, 79612 O4, in the subject line of the email.

EE. ADMINISTRATIVE FEE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one quarter of one percent (.25%) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractor's NASPO pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period End	Fee Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

FF. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION (IF APPLICABLE)

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

GG. BUSINESS ASSOCIATE PROVISIONS

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this contract, shall mean Contractor.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this contract, shall mean the Nebraska Department of Administrative Services.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. The Contractor shall do the following:
 - a. Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DAS' minimum necessary policies and procedures, or as required by law.

TRANSCRIPTION SERVICES
Led by the State of Alaska

- b. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - c. Report to DAS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall, as instructed by DAS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of protected health information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DAS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.
 - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
 - e. Within fifteen (15) days:
 - i. make available protected health information in a designated record set to DAS – as necessary to satisfy DAS' obligations under 45 CFR 164.524;
 - ii. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DAS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DAS' obligations under 45 CFR 164.526;
 - iii. Maintain and make available the information required to provide an accounting of disclosures to DAS as necessary to satisfy DAS' obligations under 45 CFR 164.528;
 - f. To the extent the Contractor is to carry out one or more of DAS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DAS in the performance of such obligation(s); and
 - g. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
6. The Contractor is permitted to use and disclose protected health information:
- a. As necessary to perform the services set forth in this Contract;
 - b. As required by law; and
 - c. Consistent with DAS' minimum necessary policies and procedures.

TRANSCRIPTION SERVICES
Led by the State of Alaska

7. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DAS.

6. Lease Agreements: Reserved

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Nebraska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Nebraska	Contractor: Transcription Outsourcing, LLC
Signature: 	Signature: 
Name: <u>DOUGLAS WILKEN</u>	Name: Ben Walker
Title: <u>MATERIEL ADMIN</u>	Title: CEO
Date: <u>1 NOV 17</u>	Date: October 24, 2017

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

TRANSCRIPTION SERVICES
Led by the State of Alaska

*[Please email fully executed PDF copy of this
document to*

PA@naspovaluepoint.org

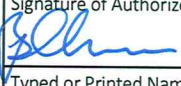

*to support documentation of participation and posting
in appropriate data bases.]*



STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 170007304	2. Contract Title Transcription Services	3. Agency Fund Code N/A	4. Agency Appropriation Code N/A
5. Vendor Number VS004278	6. IRIS GAE Number (if used) N/A	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Administration		Division General Services	hereafter the State, and
9. Contractor Transcription Outsourcing LLC		hereafter the contractor	
Mailing Address 1780 S. Bellaire St. Suite 400	Street or P.O. Box	City Denver	State CO ZIP+4 80222
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract will be for two years, with three one-year renewals. The first term begins on <u>05/22/17</u> and ends on <u>05/21/19</u></p> <p>ARTICLE 4. Considerations:</p> <p>4.1 Consideration of the contractor's performance under this contract, shall be in accordance with the provisions of Appendix C.</p> <p>4.2 When billing, the contractor shall refer appendix C for instructions.</p>			

11. CONTRACTOR		<p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm Transcription Outsourcing LLC			
Signature of Authorized Representative 	Date May 19, 2017		
Typed or Printed Name of Authorized Representative Ben Walker			
Title CEO			
12. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee 	
Department/Division Department of Administration, Division of General Services	Date	Date 05/22/17	
Signature of Project Director N/A		Typed or Printed Name Linda Polk	
Typed or Printed Name of Project Director		Title Contracting Manager	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Appendix A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this

contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Appendix B

The terms and conditions of this contract, including the scope of work/services, are contained in the following documents, incorporated by reference:

- Appendix E: RFP #170007304, Transcription Services, as amended, issued by the Division of General Services, in conjunction with NASPO ValuePoint.
- Appendix F: Proposal Submitted by Transcription Outsourcing, LLC, in response to RFP #170007304.

Appendix C

Work performed shall be billed at or below services rates proposed by the contractor as shown on the following page.

Payments shall be made in accordance with Attachment A, 12 of the RFP 170007304.

Vendor Name: **Transcription Outsourcing, LLC (Denver, CO)**

Please provide cost for General, Legal, Medical, and Additional Transcription. Price is based on a standard line of 65 characters including space.

Prices provided will be for state (s) vendor is awarded a master agreement

It is required that vendors bid in column labeled "<1-Day" a not to exceed price for the most urgent service need. Services that are not urgent, but are less than a day cannot exceed the urgent price quoted.

Vendor will place pricing in yellow highlighted cells:

Service Type

Standard line (65 characters including space)

Line Count	<1-day	1-day	2-days	3-day	4-day	5-day	6-days or <
General Transcription	550 \$ 0.130 \$ 71.50 \$ 0.120 \$ 66.00 \$ 0.110 \$ 60.50 \$ 0.100 \$ 55.00 \$ 0.090 \$ 49.50 \$ 0.080 \$ 46.75 \$ 0.070 \$ 44.00						
Court/Legal Transcription	550 \$ 0.130 \$ 71.50 \$ 0.120 \$ 66.00 \$ 0.110 \$ 60.50 \$ 0.100 \$ 55.00 \$ 0.090 \$ 49.50 \$ 0.080 \$ 46.75 \$ 0.070 \$ 44.00						
Medical Transcription	550 \$ 0.140 \$ 77.00 \$ 0.130 \$ 70.00 \$ 0.120 \$ 66.00 \$ 0.110 \$ 60.50 \$ 0.100 \$ 55.00 \$ 0.090 \$ 49.50 \$ 0.080 \$ 46.75 \$ 0.070 \$ 44.00						
Total		\$ 220.00	\$ 209.00	\$ 187.00	\$ 165.00	\$ 154.00	\$ 143.00

Additional Transcription Service Charges

Line Count	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or <
Audio Time Coding	550 \$ 0.015 \$ 8.25 \$ 0.013 \$ 7.15 \$ 0.011 \$ 6.05 \$ 0.009 \$ 4.95 \$ 0.007 \$ 3.85 \$ 0.006 \$ 3.30 \$ 0.005 \$ 2.75						
Burnt-in Timecode	550 \$ 0.015 \$ 8.25 \$ 0.013 \$ 7.15 \$ 0.011 \$ 6.05 \$ 0.009 \$ 4.95 \$ 0.007 \$ 3.85 \$ 0.006 \$ 3.30 \$ 0.005 \$ 2.75						
Speaker Tracking	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -						
Multiple Speakers	550 \$ 0.063 \$ 34.65 \$ 0.056 \$ 30.80 \$ 0.048 \$ 26.40 \$ 0.040 \$ 22.00 \$ 0.032 \$ 17.60 \$ 0.024 \$ 13.20 \$ 0.016 \$ 8.80						
Non-American Accent	550 \$ 0.032 \$ 17.60 \$ 0.028 \$ 15.40 \$ 0.024 \$ 13.20 \$ 0.020 \$ 11.00 \$ 0.016 \$ 8.80 \$ 0.012 \$ 6.60 \$ 0.008 \$ 4.40						
Noisy Background	550 \$ 0.032 \$ 17.60 \$ 0.028 \$ 15.40 \$ 0.024 \$ 13.20 \$ 0.020 \$ 11.00 \$ 0.016 \$ 8.80 \$ 0.012 \$ 6.60 \$ 0.008 \$ 4.40						
Strict Verbatim	550 \$ 0.015 \$ 8.25 \$ 0.013 \$ 7.15 \$ 0.011 \$ 6.05 \$ 0.009 \$ 4.95 \$ 0.007 \$ 3.85 \$ 0.006 \$ 3.30 \$ 0.005 \$ 2.75						
Subtitle File	550 \$ 0.032 \$ 17.60 \$ 0.028 \$ 15.40 \$ 0.024 \$ 13.20 \$ 0.020 \$ 11.00 \$ 0.016 \$ 8.80 \$ 0.012 \$ 6.60 \$ 0.008 \$ 4.40						
High Difficulty Level	550 \$ 0.095 \$ 52.25 \$ 0.083 \$ 45.65 \$ 0.071 \$ 39.05 \$ 0.060 \$ 33.00 \$ 0.048 \$ 26.40 \$ 0.036 \$ 19.80 \$ 0.024 \$ 13.20						
Total		\$ 164.45	\$ 144.10	\$ 123.20	\$ 102.85	\$ 81.95	\$ 62.70

Cost listed in Optional Transcription Services will not be used in the cost calculation formula and will not be assigned cost points. Awarded contractor will be held to any costs stated in this section if the state chooses to add these services to the Master Agreement.

Optional Transcription Services *	Line Count	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or <
Law Enforcement Transcription	550 \$ 0.130 \$ 71.50 \$ 0.120 \$ 66.00 \$ 0.110 \$ 60.50 \$ 0.100 \$ 55.00 \$ 0.090 \$ 49.50 \$ 0.080 \$ 46.75 \$ 0.070 \$ 44.00							
Academic Transcription	550 \$ 0.130 \$ 71.50 \$ 0.120 \$ 66.00 \$ 0.110 \$ 60.50 \$ 0.100 \$ 55.00 \$ 0.090 \$ 49.50 \$ 0.080 \$ 46.75 \$ 0.070 \$ 44.00							
Financial Transcription	550 \$ 0.130 \$ 71.50 \$ 0.120 \$ 66.00 \$ 0.110 \$ 60.50 \$ 0.100 \$ 55.00 \$ 0.090 \$ 49.50 \$ 0.080 \$ 46.75 \$ 0.070 \$ 44.00							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
	550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -							

* Pricing for Optional Transcription Services may be quoted in methods other than Line Count.



To: Department of Administrations
Division of General Services
Attention: Linda Polk
333 Willoughby, 7th Floor
Juneau, AK 99801

From: Ben Walker, CEO
Transcription Outsourcing, LLC
1780 S. Bellaire St. Suite 400
Denver, CO 80222
Telephone Number: 720-287-3710

RE: **RFP Number 170007304**, Transcription Services, State of Alaska

Dear Sirs and/or Madams,

Transcription Outsourcing, LLC is respectfully requesting to be considered for **RFP Number 170007304**, Transcription Services for the State of Alaska (through NASPO ValuePoint). All the required information necessary to formally apply to the RFP are presented within, but we wanted to highlight some of the advantages we can bring to this contract for Alaska (and the other participating states) that set us apart from our competitors.

Transcription Outsourcing, LLC has been in the transcription business for over 10 years. We have hired only the best U.S. legal, general, and medical transcriptionists, all of whom we have tested and screened, and all of whom have years of experience with transcription work. All our transcriptionists are also experts in researching unknown words, difficult audio, multi-speaker files, and verbatim transcription, and produce outstanding, complete, and accurate documents for our clients.

Our company prides itself on providing exceptional customer service. We are always available to answer questions by phone or email, and always respond to requests promptly. We have utilized our easy-to-use online transcription platform for the last 10 years, and feel any interested division regardless of specialization will find it has all the capabilities they need in a transcription service provider and more. We offer ongoing training and support on the system so that all users are comfortable using it, and never charge extra for additional training or support.

Currently, we work with several relevant clients across the U.S., including the Colorado Department of Motor Vehicles, Community Hospital in Grand Junction, the University of Colorado, and New York University, in addition to various police departments and State Patrol agencies. We produce IMEs, academic transcripts, notarized court proceedings, and various legal documents, in addition to many types of law enforcement transcription (not specified by this RFP but also an area of expertise). All of our clients, regardless of industry, will tell you if contacted that we completed their project quickly and accurately, and that they would recommend us to others – the highest compliment we can get. We can provide references to those clients or any others mentioned in the RFP if requested.

In addition, we are confident we can successfully provide all aspects of the work as described in the RFP. We can transcribe files with 100% accuracy and 24-hour turnaround time; we can ensure the



confidentiality and security of your data files; we have the staffing resources to be able to meet all transcription, reporting, and billing requirements; and we can provide an advanced reporting feature for all authorized users to track current usage broken up by user or department. Plus, we can accept VISA or p-cards as a method of payment. We can also provide proof of any certifications or insurance requirements you may need prior to the execution of the contract.

We thank you for your time and consideration. If you have any questions regarding this proposal, you can reach me by phone at 720-287-3710 or by email at bwalker@transcriptionoutsourcing.net.

Ben Walker
CEO
Transcription Outsourcing, LLC



Transcription Outsourcing, LLC

1780 S. Bellaire St Suite 400
Denver, CO 80222
transcriptionoutsourcing.net

*Application for:
NASPO ValuePoint (Alaska) Transcription Services
March 23, 2017*

Contents:

1. Summary	1
2. Technical Response to Questions	4
<i>(attached on CD as "Transcription Outsourcing-Technical Response.docx")</i>	
4.5.1 Experience and Capabilities.....	4
4.5.2 Data Security & Confidentiality.....	10
4.5.3 References.....	14
4.5.4 Scope of Work.....	15
4.5.5 Marketing of the NASPO ValuePoint Master Agreement	25
3. Confidential & Proprietary Information*	N/A
4. Cost Proposal.....	separate
<i>(attached on CD as "Transcription Outsourcing-Cost Sheet Matrix File.xlsx")</i>	
5. Resumes of Relevant Personnel (Attachment A)	
6. Sample Style Guide (Attachment B)	
7. Client Reference Forms (Attachment C)	

Required files are on included CD as noted above.

* There is no confidential or proprietary information within this RFP.



Sec. 4.5.1 Experience and Capabilities

Offeror Profile

Provide the following information specific to your company:

a. Your company's full legal name

Transcription Outsourcing, LLC

b. Primary business address

1780 S. Bellaire St. Suite 400, Denver, CO 80222

c. Describe your company ownership structure

Sole Proprietor.

d. Resume of key personnel who will be managing this contract

The resumes of 3 key employees who would be in charge of this account are attached in *Attachment A*, at the end of this document.

e. Employee size (number of employees)

We are a company of 4 primary employees.

f. Website

<https://transcriptionoutsourcing.net/>

g. Sales contact information

Ben Walker, CEO

h. Your client retention rate during the past 3 years

Our client retention rate during the past three years is 100%. In the past, we've lost clients primarily due to change of circumstance such as change of staff and companies no longer requiring transcription services. Please see our Google and Yelp reviews for support.

i. A brief history of your company and the year it was founded

Ben Walker, the CEO of Transcription Outsourcing, LLC, first entered the transcription industry in 2006 when he co-founded eTransMed in Omaha, Nebraska. After deciding to expand to provide clients with other types of transcription services, Mr. Walker opened a new company, Transcription Outsourcing, LLC, in 2010 in Denver, Colorado. This origin of Transcription Outsourcing is uniquely relevant to this RFP, requiring



expertise across multiple disciplines. We provide transcription services to the legal, medical, general, law enforcement, financial, academic, and many other industries.

j. Describe your company's growth, if any, during the past three years.

Our company continues to grow in 2017, after a 30% growth rate in 2016 and a 15% growth rate in 2015.

k. Offeror must describe which state or states they will service – information required but not evaluated.

We are capable of serving all 50 states, territories, and any Canadian province, and have transcriptionists across the U.S. if the location of a transcriptionist is significant to a contract (some contracts require use of employees outside of the home state, for example). We currently work with clients in Arizona, Arkansas, California, Colorado, Missouri, New York, Ohio, Oregon, Washington, and Wyoming.



Customer Service

a. What are your hours of operation and when are key account people available to the Participating States?

Team leads are available to promptly answer any and all phone calls and emails between 7AM and 5PM MST. We provide 24/7 services for transcription as needed with varying turnaround time windows - from 4 hours up through several days. The CEO, office manager, and team leads all check their emails outside of normal business hours, and if a voice message is left at the office we have a system that sends a link to that message to the appropriate person's email, so we can listen to them anytime, anywhere.

b. Describe how problem identification and resolution will be handled.

Any problems with transcripts can be addressed in multiple ways. Satisfaction with transcripts is guaranteed, and we will make any requested changes free of charge. This can be initiated in two main ways:

- Immediate contact with your team lead by phone, text, or email
- Feedback tool built in to our online platform

Each of these methods will result in feedback sent to your team and to the transcriptionists assigned to your account, so any mistakes will not be repeated.

In order to have as few problems as possible, we work with our clients from the beginning to establish style guides and templates fit for every individual dictator and account. See *Attachment B* at the end of this document for an example style guide we use as reference.

c. Describe the system you will use to manage multiple accounts.

Transcription Outsourcing is divided into multiple divisions, including general, medical, and legal teams, with account managers for each. Should the need ever arise, we also have divisions for financial, law enforcement, and academic transcription. Each of these team leads are available for direct contact by their clients. We have never had problems in the past staffing for evening, weekend, and holiday work. Working with Loveland Police Department currently, we provide 6-hour turnaround time 24/7, while able to maintain consistent coverage for them during that time. This is all while maintaining our accuracy standards and processing up to 400 files per week for the single account.



d. What are your policy and procedures for responding to customer complaints and service issues?

Each document we transcribe is guaranteed to customer satisfaction. We guarantee 99% accuracy and make any requested changes to any document, free of charge. Additionally, there is a built-in tool on our platform for any corrections customers make before signing and approving documents. See below for details on our QA system:

Our Quality Assurance System

Transcription Outsourcing, LLC has a very stringent quality assurance (QA) process in place for current clients that will also be applied to Alaska (and any other contracting state): guaranteed 99% accuracy. In addition to this standard, any files deemed less than 99% accurate by any client may be returned for correction free of cost (with the exception of shipping fees if paper copies are required).

Typically, files are quality checked by at least two people – the original transcriptionist, and the QA editor. Both are experienced in transcription, including any required formatting of the client, terminology and general slang (as this is often relevant). If needed, we can have one of our experienced medical transcriptionists QA or transcribe any legal or general files as well. This will be very helpful if, for example, the legal division of a participating state needs to include in their report a summary of a child's medical records, or a technical description of injuries sustained. Difficult quality audio files are flagged and will be checked a third time, by a second-level QA editor, before being returned to the client.

The Transcription Outsourcing, LLC team prides ourselves on our accuracy standards, and seldom have an issue with not meeting a client's required accuracy. If, however, for some reason a returned file falls short of expectations, there are two recourses available. First, any authorized user can reject a file from their Inbox if it needs correcting, with a note explaining why if they wish. The rejected file then goes back to the transcriptionist who processed the file, and the transcriptionist, QA editor and the account manager all get notified by email of the rejection. We can then fix the file, re-check it for accuracy, and re-upload the file to the user's Inbox within 24 hours.



Second, all employees who use our transcription services will be provided with both the Office Manager and Project Coordinator's contact information. Simply alert one of them to the issue by phone, text, or email, and we will re-check the file to ensure its complete accuracy and return within 24 hours or less.

We understand that not meeting accuracy expectations as clearly spelled out in the RFP is a very serious issue, and would not expect any client to pay for any files that do not meet their standards.

e. How do you assess customer satisfaction?

We have tools to run reports evaluating and quantifying corrections made by customers, and receive emails every time changes are made to reports we produce, so we are kept aware of what is being corrected without any extra communication on the part of the client. We use our customer retention rate as a benchmark. Additionally, Transcription Outsourcing has never lost a contract that we have won through the RFP/IFB process.

f. What are your quality assurance measures and how are they handled in your organization?

We routinely audit our own transcriptionists to ensure their quality matches our 99% guarantee. We use feedback from clients and make sure we work with only the brightest transcriptionists. We do not accept sub-par work of any kind in our organization. These audits measure any mistakes or inconsistencies within a transcriptionists' work over time and are run regularly. Mistakes and feedback are delivered to the transcriptionists directly. If issues recur, transcriptionists are replaced.

g. What measures do you take, if any, to ensure that you are not overloaded by a single large order?

We use a large pool of independent contractor transcriptionists spread across the U.S. to accommodate variable influx of large projects to the company. We also have a pool of transcriptionists that we keep in contact with in case work volume expands suddenly. Our website receives anywhere from 1 to 5 employment inquiries per day.

We have successfully managed spikes in workflow while working with the Washington State Patrol and the Arkansas State Police for the last four and three years respectively. These agencies are statewide and have well over 1,000 employees each.

Technology

a. Describe your methods for order submissions, including online system, if any, that purchasing entities would use to place orders and receive results.

We have an online platform for complete end-to-end dictation, accepting files from an iPhone app, phone-in dictation system, or website upload, and delivering completed transcripts directly back to a web portal. We also accept files through Box.com, where a HIPAA-compliant folder can be set up for submissions and returned transcripts.

b. Describe your ability and processes to support a decentralized system of orders submitted from many end users in multiple states and locations.

Our platform is entirely driven through the web and is capable of delivering automated notifications to transcriptionists assigned to your account with details of your desired turnaround time and whether or not a report is a STAT so things move reliably and quickly. This system can handle hundreds of concurrent users and is backed up by redundant internet connections from multiple carriers, to ensure no downtime, with servers across the U.S. for good data speeds.

c. Describe your file format requirements.

Transcription Outsourcing, LLC is able to accept any form of voice recording, including: wav, mp3, aac, act, aifc, aiff, amr, ape, au caf, dct, ds2, dss, dsp, dvf, dvs, flac, ogg, m4a, mp2, mpc, msv, qcp, ra/rm, shn, spx, voc, vox, wma. We also have the capabilities to accept video files for transcription. We can handle encrypted files as long as a tool is included to play the files (e.g. video from prisons, etc.).

We have several audio converters that we have already purchased and can use to convert any audio file format into a more-common format, like .mp3 or .wav, if needed. We will purchase any additional conversion software at our own expense if required for any state contract.

In addition, if Scribe for some reason will not accept a specific audio format for upload (which so far has never happened with any of our clients), Transcription Outsourcing, LLC has secure alternate methods in place. Users can still send the audio files to us through many different file sharing platforms, preferably our HIPAA-compliant Box account. Via the platform You Send It, for example, files are encrypted before sending, and they may be downloaded only after the recipient enters their account user name and password.

4.5.2 Data Security & Confidentiality

a. What measures do you take to protect sensitive customer information and comply with all federal requirements including but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personality Identifiable Information (PII)?

Transcription Outsourcing, LLC already has in place rigorous data security features and standards in order to comply with the federally-mandated Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) regulations in the medical transcription field. These are considered the most stringent security and confidentiality guidelines in the United States. They guard against releasing any confidential data, including names, dates of birth, addresses, social security numbers, or any other identifying personal detail. If confidential data is released, inadvertently or otherwise, hefty fines are levied against the vendor by the federal government.

Our platform is HIPAA-compliant as well as CJIS, which means it has the highest security features a transcription platform can have. If awarded the contract, we will continue to follow those same stringent guidelines we already have in place.

b. Describe your methods for handling and reporting security events.

Transcription Outsourcing, LLC has a data breach procedure guideline already in place that all employees and independent contractors have signed, to acknowledge their acceptance of these procedures. The text of this is below:

Employee or Independent Contractor will report to Transcription Outsourcing, LLC within a reasonable time period of discovery any (a) Security Incident, or (b) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. Employee or Independent Contractor will identify: (a) The nature of the non-permitted use or disclosure including how such use or disclosure was made; (b) The unsecured PHI used or disclosed; (c) If possible and applicable, the identity of the person/entity who received the unsecured PHI; (d) What corrective action Contractor took; (e) What Employee or Independent Contractor did to mitigate any deleterious effect; and (f) Such other information as Transcription Outsourcing, LLC or their clients may request.



Again, although some parts of that guideline are geared toward medical clients and HIPAA/HITECH standards, they can equally apply to any client with any confidentiality concerns, and they can be altered to include any breach procedures already in place by any client. Currently the guidelines, in brief, spell out exactly what the reporting procedures are in case a breach is suspected or detected.

In addition, Scribe has several security features in place in case of a breach of confidential data. On each individual file, we track which user has accessed it, and what they have done with it (edited it, printed it, faxed it, etc.) The screenshot below shows an example of the tracking information available. (Please note, the screenshot is from a demo account and does not reflect any actual patient/client information.)

The screenshot shows a web browser window with the address bar displaying "http://tollcscribe.com/?fileid=17981817 - Scribe - Tracking - Windows Internet Expl...". The main content area is titled "Tracking for TID 17981817" and contains a table with three columns: "Date/Time", "Activity", and "User".

Date/Time	Activity	User
7/27/2011 3:49:30 PM	Create	Elizabeth Hipp
7/27/2011 4:11:42 PM	Completed	Elizabeth Hipp
7/27/2011 4:14:26 PM	AI to MD	Scribe System
7/27/2011 4:24:00 PM	Open	Elizabeth Hipp
7/27/2011 4:24:29 PM	Edit	Elizabeth Hipp
7/27/2011 4:24:29 PM	Edit Demos	Elizabeth Hipp
7/27/2011 4:24:31 PM	Edit	Elizabeth Hipp
9/13/2011 5:44:02 PM	Open	Ben Walker- Demo
9/13/2011 5:44:33 PM	Edit	Ben Walker- Demo
10/11/2011 11:12:01 AM	Open	Ben Walker- Demo
10/11/2011 11:14:47 AM	Open	Ben Walker- Demo
10/11/2011 11:26:20 AM	Open	Ben Walker- Demo
10/11/2011 11:27:22 AM	Open	Ben Walker- Demo
10/11/2011 11:31:43 AM	Fax	Ben Walker- Demo
10/11/2011 11:31:45 AM	Open	Ben Walker- Demo
10/11/2011 11:36:01 AM	Print	Ben Walker- Demo
10/11/2011 11:36:01 AM	Print	Ben Walker- Demo
10/11/2011 11:36:02 AM	Print	Ben Walker- Demo
10/11/2011 11:36:02 AM	Print	Ben Walker- Demo
10/11/2011 11:46:24 AM	Download	Ben Walker- Demo
10/11/2011 11:57:34 AM	Open	Ben Walker- Demo

As you can see, you can view the document's full history, including who created it (who called in the file), who completed it (which transcriptionist typed it), when it was uploaded to the system (AI to MD), and every user who has opened, edited, printed, faxed and downloaded the file and at what time and date they did so. In addition, please note if you click on the "Fax" hyperlink, it will show you which fax number the file was sent to, and if this particular file was emailed it would show which email address it was sent to.

c. What policies and procedures do you follow to maintain confidentiality of all transcription files?

We have data breach guidelines already in place, and every file that passes through our online platform has tracking data associated with every step of its life, from submission date to the times and user identifiers of anyone who has accessed, faxed, transcribed, edited, or viewed the transcript. All of this



information is logged and accessible to account administrators. Our security is broken down further in the sections that follow.

Encryption

We host confidential data on our Scribe data hosting platform. This fully-encrypted platform is used to host both voice and data files, and we have used it successfully, without incident, for the last nine years. Scribe's security features include:

- Redundant backups and networks
- Scaled network redundancy
- Virtual Private Network (VPN) integration
- Dedicated datacenters
- Firewalled servers
- Secured FTP/SFTP servers
- Secure 128-bit SSL encryption

Documents on Scribe are fully encrypted with SSL (Secure Socket Layer) encryption, which encrypts segments of network connections and uses symmetric encryption for confidentiality and asymmetric cryptography for key exchange. Data, including voice files and returned documents, are encrypted both on delivery to the vendor and when returned to the agency.

Limiting Access

Each user will receive their own unique username and password to access files. Transcription Outsourcing, LLC is able to set up accounts so that multiple people have access to the same files, or we can restrict access of files to individual users.

We have several account types with different levels of access: Full Access can edit, print, fax, email, and archive files. Read/Print Only Access can view and print files, but not edit them. Read Only Access can only view files. We can also set up accounts that have a combination of the above features, giving each user only the access you want them to have. If chosen as NASPO's transcription vendor, we can go through each of the access options with any project contact to ensure full understanding and that the client's security standards are met.

In case of employee turnover, we are able to immediately revoke any user's access to the system and discontinue their access to any data, including both



voice and data files. We can also change a user's permission setting at any time, limiting or expanding their access as needed.

Firewalls protect data access anywhere personal data is stored, and physical access to all of our data is also highly limited, as detailed in the next section.

Physical Access and Security

Physical access to our data storage is controlled by a multi-stage security system. This includes card access, 24/7/365 security lighting, video cameras, surveillance, and locked cabinets. This applies to our data centers as well as our office in Denver.

Security Guidelines

We also have general security guidelines in place for all of our workers, which include password protecting any and all confidential information, restricting access with a user name and password on both their work computer and their internet access, and strict email guidelines to avoid revealing any PII, or personally identifiable information, which includes a person's name, birthdate, social security number, telephone number and email address.

In addition, we only use U.S. transcriptionists to further ensure security. We have found through previous experience that the technological infrastructure of most offshoring countries (India, the Philippines, etc.) is not sufficient to handle the proper encryption and transmission of sensitive data.

Confidentiality Agreements

Transcription Outsourcing, LLC already has confidentiality agreements in place with all of our employees and contractors, and we can provide copies of such agreements to the State of Alaska if requested. We are also willing to sign or have our contractors sign any confidentiality agreements the State of Alaska provides, and distribute and follow any guidelines necessary to preserve all confidential data.



4.5.3 References

- a. **Offeror shall provide complete and separate client reference form Attachment D for three references that are currently using or have previously used services of the type proposed in this solicitation. The references may include state governments or universities for whom the Offeror, preferably within the last three years, has successfully completed transcription services. A responsible party of the organization for which the services were provided to the client (the Offeror's customer) must provide the reference information and must sign and date the form. It is the Offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference forms that are not received or are not completed may adversely affect the Offeror's score in the evaluation process.**

Client reference forms exceeding the specified number will not be considered. The State may contact the client references for validation of the information provided in the client reference forms. If the state finds erroneous information, evaluation points may be deducted or the proposal may be rejected.

See *Attachment C* for reference forms.

4.5.4 Scope of Work

A.1. General Transcription Services

- 1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor (s) within this scope of work of this solicitation.**

Transcription Outsourcing, LLC will provide transcription services as detailed in this scope of work.

- 2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The Lead State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The Lead State will document in writing the reason(s) for any rejection of personnel.**

Transcription Outsourcing, LLC has access to the necessary equipment to provide complete transcription services as required. Any necessary equipment will never be charged as a cost to Alaska or any other participating NASPO ValuePoint contractor.

- 3. The Contractor shall have the capability of providing audio to text and video to text.**

Transcription Outsourcing, LLC has the capacity to provide audio-to-text and video-to-text.

- 4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.**

All transcriptions will be reviewed and proofread, spell-checked and demographically checked, and correctly formatted.



- 5. The Contractor shall establish a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the participating entity.**

Transcription Outsourcing, LLC has a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the participating entity. All system meets both HIPAA and CJIS requirements.

- 6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP or equivalent or equivalent site. Participating entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.**

Transcription Outsourcing, LLC will download all digital recordings from SFTP or equivalent site. The State of Alaska (or other state) may submit audio recordings by audio cassette, CD, or any other physical format. Transcription Outsourcing, LLC is responsible for retrieving and returning the audio cassette, CD, or other physical format submitted. Transcription Outsourcing, LLC is responsible for all costs associated with shipping.

- 7. The participating entity shall be given the opportunity to review, approve and accept all work ordered and received by the participating entity. All materials for review shall be delivered to the participating entity via the Contractor's SFTP or equivalent site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.**

The State of Alaska (or any other participating state) shall be given the opportunity to review, approve, and accept all work they order and receive. All materials for review shall be delivered to the participating entity via Transcription Outsourcing, LLC's platform or website, or any other agreed-upon delivery method. If corrections are needed, Transcription Outsourcing, LLC shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.



- a. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any participating entity requires retypes or corrections, the Lead State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.**

Transcription Outsourcing, LLC will maintain 90% accuracy rate (our company guarantees 99% accuracy). We acknowledge that if more than ten percent of our submitted files require retypes or corrections, the Lead State will work with Transcription Outsourcing, LLC on a resolution and will take any necessary measures allowed to resolve the situation.

At present, less than one percent (1%) of our submitted files are returned for any corrections or retypes.

- 8. Deliverable deadlines shall be agreed upon by participating entity and Contractor prior to order placement.**

We understand deadlines shall be agreed upon by participating entity prior to order placement.

- 9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.**

We will maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance. Transcripts are available permanently, but audio files will be deleted at the one-year mark (unless requested to be a different timeframe by a client or contract).

- a. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the participating entity.**

All data and transcriptions are logged on our secure platforms. This data is available to any contract holder and visibility is negotiable.

- b. The Contractor shall have the capability to generate reports from the log as requested by the participating entity. Reports shall be delivered to participating entity via the SFTP or equivalent site or email as requested by the participating entity.**



We have the capability to generate reports from the log as requested by the participating entity. Reports can be delivered to participating entity via the SFTP or equivalent site or email as requested by the participating entity. Reports can be run in Excel format at any time as requested and delivered directly and securely to any client.

10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.

Transcription Outsourcing, LLC understands and will comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.

11. Contractor shall be held responsible for security of its premises and assumes all risk.

Transcription Outsourcing, LLC will be held responsible for the security of our premises and assume all risk.

12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the participating entity.

Transcription Outsourcing, LLC understands and acknowledges that we acquire no title or rights to any of the data we receive and transcribe for the participating entity.

13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.

Transcription Outsourcing, LLC provides a method for recording dictations 24 hours per day, 365 days per year, including holidays.

- a. Dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).**



Transcription Outsourcing, LLC acknowledges that the dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. We will provide a mechanism to give priority records that are needed immediately, i.e. a dedicated line. We have a method to create expedited STAT reports across all means of dictation and submission.

b. Must have capability of single speaker dictation and multiple speaker recordings.

Transcription Outsourcing, LLC has the capacity to handle both single-speaker and multi-speaker recordings, of as many speakers as needed.

14. All recordings must be able to be paused, rewound, and fast-forwarded.

Transcription Outsourcing, LLC supports rewinding and fast-forwarding on all platforms (including phone-in dictations).

15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the participating entity.

Transcription Outsourcing, LLC acknowledges that the length of time a recording is maintained, the destruction of a recording, and any other use of recorded data shall be determined by the participating entity.

16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.

All transcriptionists possess thorough understanding of English grammar, spelling, and punctuation. Our system of hiring, audits, and quality assurance (QA) together keep our transcriptions consistent with our 99% quality guarantee.



17. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.

We have a two-tier QA system in place, backed up by regular audits of contractors, just to ensure accuracy of all transcriptions, reports, and bills.

18. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the participating entity, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.

Transcription Outsourcing has extensive experience with ESL doctors and poor-quality audio. We do not anticipate audio quality-related issues to hold back or negatively affect our contractual commitments.

19. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.

- a. The participating entity shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the "foot printing" of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers;**
- b. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor 's operations. However, the Contractor shall immediately notify the Lead State contact, and ordering agency of any security event which would constitute a security event including any "breach of the security of the system" under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and**
- c. The Contractor shall likewise notify the Lead State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor 's privacy manager or other**



appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.

These three conditions are accepted. Any security breaches or unauthorized access will be automatically reported to Transcription Outsourcing and passed along to Alaska or the contracting state immediately.

20.If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate response.

We acknowledge a lost or shared data or security decryption key are to be considered breaches of security.

21.All services shall be performed in the United States.

If awarded, all people assigned to this account will be within the United States and American citizens. We run background checks on every single employee and independent contractor we work with.



A.2. Medical Transcription Services

22. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

Transcription Outsourcing is qualified to provide medical transcription. We already work with several hospitals and medical facilities, and have transcriptionists with extensive medical experience.

23. The format shall be specified by the participating entity.

Transcription Outsourcing acknowledges responsibility for templates as designed by the participating entity. We can handle any templates, customizable down to individual dictator and report type.

24. The SFTP or equivalent site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

Our platform's SFTP used to transmit transcriptions does conform to Alaska's state privacy laws, and all federal privacy laws including HIPAA and its regulations at 45 CFR Parts 160 and 164, and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

25. The Contractor shall destroy medical transcriptions in compliance with the Participating State's laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.

All physical materials relevant to medical transcriptions will be destroyed as soon as they are no longer needed, and digital materials securely deleted promptly on their expiration date.



26. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the participating entity.

All confidential data we have access to will not be duplicated, shared, disclosed, inappropriately used, or disseminated without permission, as per HIPAA regulations.

27. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.

All employees are bound by contract to report any suspected unauthorized usage, unauthorized use, or disclosure of PHI or other data as soon as becoming aware. Additionally, as mentioned above, security systems are in place to keep unauthorized users from any place or data they should not be able to access.

28. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy, and medications.

All transcriptionists assigned to medical accounts are familiar with medical terminology and are certified as such. All transcriptionists assigned to medical accounts have extensive medical transcription experience in the field.

29. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDI) industry standards.

All transcribed documents meet the JCAHO and AHDI standards.



A.3. Legal Transcription Services

30. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall meet the participating state's requirements for all written documents.

Transcription Outsourcing can provide written transcription for all digitally-recorded legal and quasi-legal proceedings, and will meet all participating state requirements for written documents.

A.4. Optional Transcription Services

31. If the Contractor provides optional transcription services, such as braille or insurance services the participating entity may provide a written request for these services to the Contractor.

We provide specialty services on request, with all charges and costs described in the attached Cost Matrix.

4.5.5 Marketing of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

a. Briefly describe how you intend to promote the use of the Master Agreement.

Transcription Outsourcing, LLC will promote the Master Agreement using a number of different marketing methods, including a new website dedicated to this Master Agreement, marketing materials specifically for this Master Agreement, and email and phone campaigns. We will also partner with any marketing firm with relevant expertise in order to promote use of the Master Agreement.

b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

Because each state is different, we will be flexible based on that state's CPO and that state's needs and requirements. Our proposal is flexible enough to cover almost any transcription need we have encountered, and we are happy to offer any of those services to any NASPO ValuePoint member.

c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

Transcription Outsourcing's specialties expand beyond the scope of this solicitation, so we anticipate being able to accommodate any requests for transcription services across specialties like the law enforcement and academic fields, because they fall under our definition of "General Transcription Services", which the Master Agreement and Price Matrix both list.

d. How will your company manage due dates for administrative fee payments and usage reports?

Transcription Outsourcing will set up reminders in our accounting software, calendars, and for each team lead and accountant, to double- and triple-check that



all payments are made on-time and accurately. This is also true of any additional fees required for any state-specific addendum.

e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

The biggest challenge is helping others understand transcription services, where they are needed, and where they are useful. We are excited about this opportunity to utilize the expertise of the Development Coordinators and Education & Outreach team, and welcome opportunities to leverage the skill and advice of ValuePoint coordinators. We will create a website, marketing materials, and emails, all specific to the Master Agreement.

Generic (Interview)

General Transcription Style Guide

(Guide subject to revision)



Transcription Outsourcing, LLC

1780 S. Bellaire St. Suite 400 • Denver, CO • 80222

(720) 287-3710

www.transcriptionoutsourcing.net



Introduction

Transcription Outsourcing, LLC generally follows The Associated Press Stylebook guidelines. Please see [Common Formatting](#) for examples of some of the most used AP styles.

Sections in this style guide are:

- **Formatting Standards** – Contains information specific to transcription for Transcription Outsourcing, LLC.
- **Common Formatting** – Lists some commonly used standards as well as some exceptions that apply to Transcription Outsourcing, LLC transcripts.

This document is subject to revision based on client requests. In addition, you may from time to time receive instructions based on a specific job or dictator.

Formatting Standards

- All jobs should be processed in Microsoft Word (any edition) with the provided template.
- Currently, the template in use is the Generic Interview Template, which should be used for all transcripts, unless otherwise specified. This template should be in Times New Roman 12-point font, single spaced, with 1-inch margins on all sides. All other formatting options (page numbers, headers/footers, etc.) will be specified on an individual client basis.
- Speakers' names should be typed in all caps. Refer to client-specific instructions on how speakers are to be identified. If no preference is stated or the names are to be kept confidential, identify the interviewer as MODERATOR and the interviewee as RESPONDENT. If there are multiple respondents, they should be numbered RESPONDENT 1, RESPONDENT 2, etc., taking care to correctly identify each participant, unless otherwise specified.
- At times, multiple speakers will talk over one another. Note this in a separate paragraph as CROSSTALK.
- Please use ("") when a speaker is restating what another person has said.
- Please use two spaces between each sentence.
- Mark background noises such as laughter, coughing, etc., with parentheses. (laugh), (cough), etc. This applies to strict verbatim transcripts only.
- Use (ph) for phonetic spellings of names, addresses or other words that can't be verified by a Google search. This needs only to be done on the first use of the word. *Example:* "I saw Jamari (ph) yesterday. Jamari said the game was cancelled."
- Use a timestamp [0:00:00] for indecipherable portions of the audio. Please note that brackets [] are to be used, not parentheses (). Using the brackets helps QA quickly locate any inaudibles for review.

For cleaned-up transcripts:

- Do not type stutters, ums, uhs, repetitive words/sentences, or partial words.
- Do type slang and contractions (can't, don't, etc.).
- As they are verbatim and the speakers tend to wander, use – (two dashes) to show break in chain of thought, false starts, or interruptions. *Example:* "Because she is family for him, which is often the case with medical foster home caregivers, she really -- they get close." "I don't think -- she doesn't look familiar." You may need to turn off your autocorrect option in Word that turns two dashes into one long dash. (See below)



Common Formatting

Cities and States: Type as dictated.

Commas: In lists, use an Oxford comma (final comma in a series of words or phrases). Example: She bought bread, milk, and cheese.

Dates: Use two-digit months and/or days and four-digit years (mm/dd/yyyy) unless only a month is dictated. Example: "In 05/2013, I interviewed Devin Smith." "In May, I interviewed Devin Smith." "On 05/13/2013 I interviewed Devin Smith."

Numbers: In general, spell out numbers one through nine and use Arabic numerals for numbers 10 and above.

Exceptions:

Type out numbers if they begin a sentence.

Avoid two numbers back-to-back. Example: She cut 20 three-inch sections from the paper.

Always use numerals for:

- Ages
- Days of the month
- Dimensions
- House numerals (in addresses)
- Percentages
- Proportions
- Scores
- Serial Numbers
- Speeds
- Sums of money
- Temperature
- Time of Day
- Years

Large Numbers: For large numbers (millions, billions, trillions, etc.), do not type the zeroes, instead use numerals followed by the word. Example: Tuesday brought 3.5 million protesters to Washington.

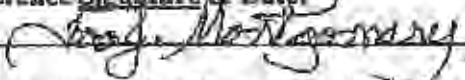
Okay: Not OK or ok.

All right: Not alright.

Offeror Information

Company Name (Offeror): Thurston County Sheriff's Office	Company (Offeror) Address: 2000 Lakeridge Drive SW, Bldg 3 Olympia, WA 98502-6045
Name of Project: Statement Transcription	

Client Information

Organization Name (Client): Investigative Services Division	Organization Address: Same as above
Person Providing the Reference: Iva Montgomery	Title: Legal Assistant Supervisor
Phone Number: 360 786-5531	Email address: montgoi@co.thurston.wa.us
Reference Signature & Date:  3-20-17	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

Transcription Outsourcing handles all of our overflow transcription of statements, S/W's, etc.

2. Rate each of the following concerning this company's performance using the ratings below:

- S – Strongly Agree/Very Positive
- A – Agree/Positive
- N – Neutral
- D – Disagree/ Negative
- F – Failed

Rating

- S A. This company ensured the project deliverables were completed on time and within the agreed budget.
- S B. This company provided the appropriate resources to the project.
- S C. This company was knowledgeable in providing the services.
- S D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- S E. This company provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this company again.

Additional Comments:

Transcription Outsourcing is a life-saver for us – and a stress-reliever. When we've got more than we can handle, they're there for us – with a smile – and always get it back to us quickly & efficiently!

Client Reference Form

Offeror Information

Company Name (Offeror):	Company (Offeror) Address:
Name of Project:	

Client Information

Organization Name (Client): Colorado Department of Revenue	Organization Address: 1281 Pierce St, Lakewood, CO 80214
Person Providing the Reference: <u>Jefferson Miller</u>	Title: <u>Administrative Assistant II</u>
Phone Number: <u>303 3055920</u>	Email address: <u>jefferson.miller@state.co.us</u>
Reference Signature & Date: <u>Jefferson I. Miller P-16-2017</u>	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

Transcripts for Hearings Appeals.

2. Rate each of the following concerning this company's performance using the ratings below:

- S - Strongly Agree/Very Positive
- A - Agree/Positive
- N - Neutral
- D - Disagree/Negative
- F - Failed

Rating

- ☒ A. This company ensured the project deliverables were completed on time and within the agreed budget.
- ☒ B. This company provided the appropriate resources to the project.
- ☒ C. This company was knowledgeable in providing the services.
- ☒ D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- ☐ E. This company provided open, timely communications, and was responsive to our needs and requirements.
- ☐ F. I would choose to work with this company again.

Additional Comments:

They will get the transcripts to us as fast as possible.

Client Reference Form

Offeror Information:

Company Name (Offeror):	Company (Offeror) Address:
Name of Project:	

Client Information:

Organization Name (Client): <u>Dept Rehab Medicine, NYU School of Med</u>	Organization Address: <u>240 E 38 Street, NY NY 10016</u>
Person Providing the Reference: <u>Alex Moroz, MD</u>	Title: <u>Vice Chair of Education</u>
Phone Number: <u>212 263 6110</u>	Email address: <u>ALEX.MOROZ@NYUMC.ORG</u>
Reference Signature & Date: <u>3/17/17</u>	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

verbatim transcription of 15 participant interviews for an educational qualitative research study

2. Rate each of the following concerning this company's performance using the ratings below.

- S - Strongly Agree/Very Positive
- A - Agree/Positive
- N - Neutral
- D - Disagree/Negative
- F - Failed

Rating

- S A. This company ensured the project deliverables were completed on time and within the agreed budget.
- S B. This company provided the appropriate resources to the project.
- S C. This company was knowledgeable in providing the services.
- S D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- S E. This company provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this company again.

Additional Comments:

Remarkably responsive + reliable -
recommended them to a bunch
of colleagues!

Vendor Name:

Transcription Outsourcing, LLC (Denver, CO)

Please provide cost for General, Legal, Medical, and Additional Transcription. Price is based on a standard line of 65 characters including space.
Prices provided will be for state (s) vendor is awarded a master agreement
It is required that vendors bid in column labeled "<1-Day" a not to exceed price for the most urgent service need. Services that are not urgent, but are less than a day cannot exceed the urgent price quoted.

Vendor will place pricing in yellow highlighted cells:

Service Type	Standard line (65 characters including space)															
	Line Count	<1-day			1-day		2-days		3-day		4-day		5-day		6-days or <	
General Transcription	550	\$ 0.130	\$ 71.50	\$ 0.120	\$ 66.00	\$ 0.110	\$ 60.50	\$ 0.100	\$ 55.00	\$ 0.090	\$ 49.50	\$ 0.085	\$ 46.75	\$ 0.080	\$ 44.00	
Court/Legal Transcription	550	\$ 0.130	\$ 71.50	\$ 0.120	\$ 66.00	\$ 0.110	\$ 60.50	\$ 0.100	\$ 55.00	\$ 0.090	\$ 49.50	\$ 0.085	\$ 46.75	\$ 0.080	\$ 44.00	
Medical Transcription	550	\$ 0.140	\$ 77.00	\$ 0.140	\$ 77.00	\$ 0.120	\$ 66.00	\$ 0.100	\$ 55.00	\$ 0.100	\$ 55.00	\$ 0.100	\$ 55.00	\$ 0.100	\$ 55.00	
	Total		\$ 220.00		\$ 209.00		\$ 187.00		\$ 165.00		\$ 154.00		\$ 148.50		\$ 143.00	
															\$ 1,226.50	Final Total Service Types

Additional Transcription Service Charges	Line Count	<1-day			1-day			2-day			3-day			4-day			5-day			6-days or <		
Audio Time Coding	550	\$ 0.015	\$	8.25	\$ 0.013	\$	7.15	\$ 0.011	\$	6.05	\$ 0.009	\$	4.95	\$ 0.007	\$	3.85	\$ 0.006	\$	3.30	\$ 0.005	\$	2.75
Burnt-in Timecode.	550	\$ 0.015	\$	8.25	\$ 0.013	\$	7.15	\$ 0.011	\$	6.05	\$ 0.009	\$	4.95	\$ 0.007	\$	3.85	\$ 0.006	\$	3.30	\$ 0.005	\$	2.75
Speaker Tracking	550	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	\$	-
Multiple Speakers	550	\$ 0.063	\$	34.65	\$ 0.056	\$	30.80	\$ 0.048	\$	26.40	\$ 0.040	\$	22.00	\$ 0.032	\$	17.60	\$ 0.024	\$	13.20	\$ 0.016	\$	8.80
Non-American Accent	550	\$ 0.032	\$	17.60	\$ 0.028	\$	15.40	\$ 0.024	\$	13.20	\$ 0.020	\$	11.00	\$ 0.016	\$	8.80	\$ 0.012	\$	6.60	\$ 0.008	\$	4.40
Noisy Background	550	\$ 0.032	\$	17.60	\$ 0.028	\$	15.40	\$ 0.024	\$	13.20	\$ 0.020	\$	11.00	\$ 0.016	\$	8.80	\$ 0.012	\$	6.60	\$ 0.008	\$	4.40
Strict Verbatim	550	\$ 0.015	\$	8.25	\$ 0.013	\$	7.15	\$ 0.011	\$	6.05	\$ 0.009	\$	4.95	\$ 0.007	\$	3.85	\$ 0.006	\$	3.30	\$ 0.005	\$	2.75
Subtitle File	550	\$ 0.032	\$	17.60	\$ 0.028	\$	15.40	\$ 0.024	\$	13.20	\$ 0.020	\$	11.00	\$ 0.016	\$	8.80	\$ 0.012	\$	6.60	\$ 0.008	\$	4.40
High Difficulty Level	550	\$ 0.095	\$	52.25	\$ 0.083	\$	45.65	\$ 0.071	\$	39.05	\$ 0.060	\$	33.00	\$ 0.048	\$	26.40	\$ 0.036	\$	19.80	\$ 0.024	\$	13.20
	Total		\$	164.45		\$	144.10		\$	123.20		\$	102.85		\$	81.95		\$	62.70		\$	43.45
																					\$ 722.70	Final Total Additional Services

Grand Total Evaluated Cost, Include

\$ 1,949.20

Service Types + Additional Services

Cost listed in **Optional Transcription Services** will not be used in the cost calculation formula and will not be assigned cost points. Awarded contractor will be held to any costs stated in this section if the state chooses to add these services to the Master Agreement.

Optional Transcription Services *	Line Count	<1-day			1-day			2-day			3-day			4-day			5-day			6-days or <		
Law Enforcement Transcription	550	\$ 0.130	\$	71.50	\$ 0.120	\$	66.00	\$ 0.110	\$	60.50	\$ 0.100	\$	55.00	\$ 0.090	\$	49.50	\$ 0.085	\$	46.75	\$ 0.080	\$	44.00
Academic Transcription	550	\$ 0.130	\$	71.50	\$ 0.120	\$	66.00	\$ 0.110	\$	60.50	\$ 0.100	\$	55.00	\$ 0.090	\$	49.50	\$ 0.085	\$	46.75	\$ 0.080	\$	44.00
Financial Transcription	550	\$ 0.130	\$	71.50	\$ 0.120	\$	66.00	\$ 0.110	\$	60.50	\$ 0.100	\$	55.00	\$ 0.090	\$	49.50	\$ 0.085	\$	46.75	\$ 0.080	\$	44.00
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-
	550		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-

* Pricing for Optional Transcription Services may be quoted in methods other than Line Count.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/28/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 7

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: *It is the proposer's responsibility to review and accept all amendments to this solicitation.*

This amendment addresses changes to sections

- 1.3 Schedule of events
- 2.11 Proposal submission
- Cost to points calculation – Cost Sheet Matrix

Amendment to 1.3 Schedule of Events

Solicitation close date is March 31 2017 3:00 AST

Amendment to section 2.11 Proposal Submission Instructions.

Cost sheet matrix only can be emailed to General Services (doa.dgs.info@alaska.gov)

Amendment to Cost Sheet Matrix

The state will be using Final Service Types Totals listed in Cell S15 only and in place of Cell S21 when calculating costs to points.

Cost to points will be calculated separately per services offered.

	Vendors's Proposed Total	Total Cost Points
Medical/Legal/General Lowest Cost Vendor		400
B: Vendor		#DIV/0!
C: Vendor		#DIV/0!
E: Vendor		#DIV/0!
Legal/General Lowest Cost Vendor		400
B: Vendor		#DIV/0!
C: Vendor		#DIV/0!

Medical Lowest Cost Vendor		400
B: Vendor		#DIV/0!
C: Vendor		#DIV/0!

Costs listed in Additional Transcriptions Services will not be used in the cost to points calculation formula and will not be assigned points. Awarded contractors will be held to any costs stated in this section. If no costs are declared in this section awarded contractors will not be allowed to charge for these services.

*****NOTE: If already submitted proposals and do not wish to make changes to your cost sheet you are not required to submit a new sheet. The state will use their Service Types Totals listed in Cell 15 of the already submitted proposals. *****



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/15/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 6

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix
Cost sheet matrix version 5 attached. Amended to increase the size of total cells.**



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/15/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 5

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix**
Cost sheet Matrix version 4 attached. Cost sheet matrix was amended to unlock additional cells.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/14/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 4

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix**
Cost sheet Matrix version 3 attached. Cost sheet matrix was amended to allow for vendor to quote pricing to the third decimals place.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/14/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 3

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

1. This amendment addresses changes to Sections 1.3 Schedule of Events.

- **Amendment to section 1.3: New solicitation close date and Evaluation period begin date:**

1.3 Schedule of Events

Solicitation Release: February 8, 2017

Pre-Proposal Conference: February 22, 2017 9:00 AM – 12:00 PM AST

Question Deadline: March 1, 2017 3:00 PM AST

Answers to Questions Posted: March 10, 2017 3:00 PM AST

Solicitation Close: **March 23, 2017 3:00 PM AST**

Evaluation Period Begins: **March 24, 2017**

Notice of Intent to Award Issued: May 15, 2017

All times are Alaska Standard Time (AST) unless indicated otherwise

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/10/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 2

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: Any contradicting language between amendment 1 and amendment 2, amendment 2 will supersede. It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment lists questions submitted by potential bidders as between February 25-March 1; and includes the states response to the questions.**
- 2. This amendment addresses changes to Sections;**
 - Amendment to section 1.1: Section 1.1 has been removed and replaced in its entirety with this amendment.**
 - Amendment to section 1.4 Additional Language added.**
 - Amendment to section 4.1 Alter, remove and add additional language.**

Amendment to section 1.1

The State of Alaska, Division of General Services (Lead State) is requesting proposals for Transcription Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this solicitation is to establish master agreements with qualified Offerors to provide all transcription services for medical or legal/general records to convert speech; either live or recorded, into written or electronic text document for all Participating States. The objective of this solicitation is to obtain best value, and in some cases, achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The master agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement will be two (2) years with three (3) one (1) year renewal options as outlined in Section 2 of the NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A).

It is anticipated that this solicitation may result in Master Agreement awards to multiple Contractors, at the Lead State's discretion.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the State of Alaska and NASPO ValuePoint.

While the primary purpose of this solicitation is to select Offerors, who can provide Medical, Legal, and General Transcription service for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a proposal for limited services. Limited services shall be limited to either medical only **or** Legal/General only, all other services may be offered under Optional Transcription Services. In order to submit a proposal, Offeror must supply their proposed services in **all** of the 50 states, the District of Columbia and the territories of the United States to all state governments, (including departments, agencies, institutions), Institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities etc.), the District of Columbia, territories of the United States, and other eligible entities. Offerors proposing on limited services, i.e. medical only or legal/general only, will not be allowed to add additional services following award or at any time during the term of the contract or any renewals.

The Lead State/sourcing team, with the assistance as deemed advisable of the relevant participating state (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas, (e.g. a single state) where judged to be in the best interest of the state or states involved.

Amendment to section 1.4

Subcontractor is any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor and another subcontractor.

Amendment to section 4.1

Minimum Experience: Offeror must have been in business for a minimum of three (3) years and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology or legal and general on a regional or nationwide basis.

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 2.27.2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 1

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: it is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment lists questions submitted by potential bidders as of February 24, 2017; including the states response to the questions.**
 - a. NOTE the Question answer period end date did not change, the state is still accepting questions until the due date listed in section 1.3 Schedule of Events.**
- 2. This amendment addresses changes to Sections;**
 - Amendment to section 1.6 Additional language added**
 - Amendment to section 2.21. Additional language added**
 - Amendment to section 4.1 Additional language added**
 - Attachment A Section 24 (a) Additional language added**
 - Amendment to attachments G-J additional state's T & Cs added**
 - Amendment to attachment C cost sheet matrix:**

(NOTE: Vendors must use amended cost sheet matrix when submitting their proposals< Vendors that do not use the amended cost sheet matrix may be found non-responsive)

Amendment to section 1.6

Additional states requesting to be named in this solicitation as potential users are **Rhode Island** and **Illinois**.

Amendment to section 2.21

By signature of this solicitation, the bidder/offeror certifies that their company is resident and organized inside the United States and all their services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

Amendment to section 4.1 Mandatory Administrative and Technical Response Requirements.

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal, the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience may be considered in determining whether the offeror meets the requirements set forth in **section 4.1 minimum experience**:

If subcontractors are being used to meet the minimum requirements, the subcontractor must satisfy such minimum requirements for such work on its own merits and without regard to, or in combination with, the experience of Offeror. The Offeror must also provide three letters of references for such subcontractor in accordance with Section 4.5.3 with respect to such subcontractor's scope of work.

Where a subcontractor is being used to meet the minimum requirements, Offeror's Proposal shall describe:

- i) the process used to assess the Subcontractor's ability to perform their scope of work;
- ii) the current and/or past work experience the Bidder has with the Subcontractor and any projects the Bidder and the Subcontractor have teamed together on in the past; and,
- iii) any teaming, co-development and integration (or similar) types of agreements with the Subcontractor, including the term thereof.

In addition: the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract and that all services rendered will be completed in the united states.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Attachment A section 24 (a)

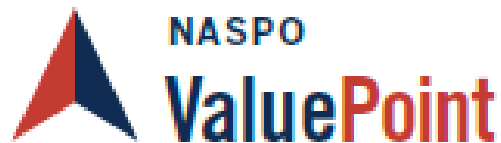
- (a) **Awarded** contractor shall not assign, sell, transfer, **change or add** subcontractors or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State

Amendment to Attachment G-J

Additional Participating States Terms and Conditions have been added at attachment J-2 for Rhode Island.



The State of Alaska **Division of General Services**
In conjunction with



Request for Proposals

Alaska Solicitation Number 2017-0200-3356

NASPO ValuePoint Master Agreement for Transcription Services

February 8, 2017

Table of Contents

Administrative Information

Section 1	General Information
Section 2	Solicitation Requirements, Information and Instructions to Offerors
Section 3	Evaluation and Award
Section 4	Administrative and Technical Response Requirements
Section 5	Price and Cost Proposal
Attachment A	NASPO ValuePoint Master Agreement Terms and Conditions
Attachment B	Scope of Work
Attachment C	Cost Sheet Matrix
Attachments D	Client Reference Form
Attachment E	NASPO Sales Report Template
Attachment F	Anticipated Usage
Attachment G–X	Lead State and Additional Participating States' Terms and Conditions
Attachment Y	Evaluation Criteria and Contractor Selection

Administrative Information

Title:	Transcription Services
Project Description: (See Section 1.1)	The State of Alaska in conjunction with NASPO ValuePoint, is seeking Contractor (s) to provide services to convert speech; either live or recorded, into written or electronic text document for all Participating States.
Lead: (See Section 1.2)	Linda Polk, Contracting Manager Division of General services Po Box 110210 Zip Juneau AK 99811-0210 Linda.Polk@alaska.gov Phone 907-465-8292
Submit sealed Proposal: MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE ALASKA DIVISION OF GENERAL SERVICES PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: 333 Willoughby, 7 th floor Juneau AK 99801 Address for US Mail: PO box 110210 Juneau AK 99811-0210
Pre-Proposal Conference: Pre-Proposal Conference Location: (See Section 2.3)	February 22, 2017 Time 9:00 AM – 12:00 PM AST 333 Willoughby Ave, 7 th Floor, DGS office Juneau AK 99801 WebEx and call in will be available, please register with the Lead State Contracting Manager to receive call in information.
Deadline To Receive Questions: (See Section 2.1)	March 1, 2017 3:00 PM AST
Question & Answers: See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted via email to Linda.Polk@alaska.gov . Question must be submitted by the question deadline date
Closing Date: (See Section 1.3)	March 20, 2017 3:00 PM AST
Initial Term of Contract and Renewals: (See Attachment A, Section 2)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of one (1) year each. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN ATTACHMENT A SECTION 5 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.	

REQUEST FOR PROPOSAL
Transcription Services
Solicitation # 2017-0200-3356

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Alaska, Division of General Services (Lead State) is requesting proposals for Transcription Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this solicitation is to establish master agreements with qualified Offerors to provide all transcription services for, general, medical, and legal records to convert speech; either live or recorded, into written or electronic text document for all Participating States. The objective of this solicitation is to obtain best value, and in some cases, achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The master agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement will be two (2) years with three (3) one (1) year renewal options as outlined in Section 2 of the NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A).

It is anticipated that this solicitation may result in Master Agreement awards to multiple Contractor s, at the Lead State's discretion.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the State of Alaska and NASPO ValuePoint.

While the primary purpose of this solicitation is to select Offerors, who can provide Medical, Legal, and General Transcription service for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a proposal on more limited geographical areas, but not less than one entire member state. Offerors must clearly describe the geographical limits (e.g. by State(s) name) if proposing a geographical area less than that of all member states. However, if an Offeror elects to submit a proposal for a single state then the Offeror must be willing to

supply the entire state and will not be allowed to add additional states following award or at any time during the term of the contract or any renewals.

The Lead State/sourcing team, with the assistance as deemed advisable of the relevant participating state (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas, (e.g. a single state) where judged to be in the best interest of the state or states involved.

1.2. Lead State, Solicitation Number and Lead State Contract Manager

The State of Alaska, Department of Administrations, Division of General Services, is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is **Solicitation #2017-0200-3356**. This number must be referred to on all proposals, correspondence, and documentation relating to the solicitation.

The Lead State contracting manager identified below is the single point of contact during this procurement process. Offerors and interested persons must direct to the Lead State contract manager all questions concerning the procurement process, technical requirements of this solicitation, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting master agreement. The Lead State contract manager designated by the State of Alaska is:

Linda Polk, Contracting Manager
State of Alaska, Division of General Services
PO Box 110210
Juneau AK 99811-0210
Linda.Polk@alaska.gov
Phone 907-465-8292 Fax 907-465-2205

1.3 Schedule of Events

Solicitation Release: February 8, 2017

Pre-Proposal Conference: February 22, 2017 9:00 AM – 12:00 PM AST

Question Deadline: March 1, 2017 3:00 PM AST

Answers to Questions Posted: March 10, 2017 3:00 PM AST

Solicitation Close: March 20, 2017 3:00 PM AST

Evaluation Period Begins: March 22, 2017

Notice of Intent to Award Issued: May 15, 2017

All times are Alaska Standard Time (AST) unless indicated otherwise.

1.4. Definitions

The following definitions apply to this solicitation.

Acceptance is defined by the applicable commercial code, except acceptance shall not occur before the completion of delivery in accordance with the order, and a reasonable time for inspection of the product.

Alaska Time unless otherwise stated, all references to time in this solicitation and any subsequent contract are understood to be Alaska Standard Time (AST)

Audio Time Coding is a reference to a particular time point in an audio file.

Burnt-in time code (BITC) allows access to a certain point in a video and matches with the timecode in the transcription.

Contractor means the person or entity delivering products or performing services under the terms and conditions set forth the master agreement.

Cost Sheet Matrix: Cost Sheet Matrix is included in solicitation. Prices listed must include all direct and indirect costs. Exclusion of any cost or pricing data requested on the Cost Sheet Matrix may result in proposals being deemed non-responsive.

Electronic Version/Copy means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the original hard-copy contains.

Embedded Software means one or more software applications which permanently reside on a computing device.

Encryption means the process of using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plan text by known technological means.

Evaluation Committee means an independent committee comprised of a majority of the state employees established to evaluate and score proposals submitted in response to this solicitation.

Exceptions mean a formal objection taken to any statement or requirement identified within this solicitation.

High Difficulty Level a file that contains several audio difficulties such as high noise level, non-American accent, poor audio quality, distorted audio etc.

Intellectual Property means any and all patents, copyrights, service marks,

trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State of Alaska.

Mandatory terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet mandatory items or factors may result in the rejection of the Offeror's proposal.

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

Multiple Speaker when there are more than two speakers in an audio or video file.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Noisy Background files have been recorded in places with lots of noise in the background such as crowds, restaurants, etc.

Non-American Accent when audio files contain speakers with accents other than American.

Notice of Intent to Award (NOI) notification of the state's intent to award a contract to a vendor pending successful negotiations.

Order/Purchase Order/Delivery Order means any purchase order, sales order, contract or other document used by a purchasing entity to order the products.

Offeror means the company or firm who submits a proposal in response to this solicitation.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating entity specific language or other requirements, e.g. ordering procedures specific to the participating entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a participating addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the solicitation as intending to participate. Upon execution of the participating addendum, a participating state becomes a participating entity; however, a participating state listed in the solicitation is not required to participate through execution of a participating addendum.

Product means any equipment, software (including Embedded Software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this master agreement.

Proposal means the official written response submitted by an Offeror in response to this solicitation.

Purchasing entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a participating addendum, who issues a purchase order against the Master Agreement and becomes financially committed to the purchase.

Request for Proposal or "RFP" means this document used to solicit proposals from potential providers for goods and services.

Security Event is an immediately reportable subset of security incidents described but not limited to

- (a) Suspected penetration of the Contractor 's information system of which the Contractor becomes aware but for which it is not able to verify within twenty-four (24) hours of the time of becoming aware of the suspected incident.
- (b) Any indication, evidence or other security documentation that the Contractor 's network resources, including but not limited to, software, network routers, firewalls database and applications servers, intrusion detection system or other security appliances may have been damaged, modified, taken over by proxy or otherwise comprised for which the Contractor cannot refute the indication within twenty-four (24) hours of the time the Contractor became aware of such indication.
- (c) A security breach of the Contractor 's information system(s) by unauthorized acquisition, including, but not limited to access to or use, disclosure, modification or destruction of unencrypted computerized data, and which incident materially compromises the security, confidentiality or integrity of confidential data.
- (d) The unauthorized acquisition, including but not limited to access to our site, disclosure, modification or destruction of unencrypted electronic confidential information of the purchasing entity by an employee or authorized user of the Contractor 's system(s) which materially compromises the security, confidentiality or integrity of confidential information of the customer.

Speaker Tracking when tags are given to a distinct speaker.

Solicitation is an invitation for bids, a request for proposals, telephone calls or any

document used to obtain bids or proposals for the purpose of entering into a contract.

Sourcing Team is the group of procurement agents evaluating the proposals submitted by potential Contractor s.

Strict Verbatim when transcribing includes every word uttered or spoken such as ah's and umm's.

Subtitle Files are formatted and can be used as a YouTube caption file or with other video players.

Technical Response is an Offeror's entire response minus the Cost Sheet Matrix.

Transcription Services-General is transcription of audio or video recording proceedings included but not limited to, hearings, meetings etc.

Transcription Services-Legal is transcription of audio or video recordings of administrative hearings, unemployment or workers comp claims, IRS investigations, interrogations, witness statements, personal histories, police reports, law enforcement dispatch recordings, surveillance recordings, jailhouse recordings, etc.

Transcription Services-Medical is transcription of voice-recorded reports as dictated by physicians or other healthcare professionals.

Unauthorized Acquisition is a breach of security of the Contractor 's system. This includes, but not limited to: access to, use, disclosure, modification, or destruction of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by or on behalf of the purchasing entity.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this solicitation as potential users of the resulting master agreement: Idaho, Colorado, Oklahoma, Nebraska, Montana, and Tennessee. Other entities may become participating entities after award of the master agreement. State-specific terms and conditions that will govern each state's participating addendum are included in Attachments D-Y, or may be incorporated into the participating addendum after award.

1.7. Anticipated Usage

This is a new Master Agreement for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. However, Attachment F summarizes the anticipated usage under the contract for each participating state. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this solicitation.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. RFP Question and Answer Process

All questions must be in writing and emailed to the Lead State contract manager, Linda Polk. Question(s) must be submitted by the question deadline, date and time shown in Section 1.3 (Schedule of Events). The Lead State may refuse to answer questions received after the question/answer deadline.

Questions regarding terms and conditions listed in this solicitation must also be submitted in writing by the deadline identified in the solicitation section 1.3. The Lead State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for the Lead State's consideration in content, context, and form with the Lead State's requirement that is being questioned.
- Explanation of how the state's acceptance of the recommended verbiage is fair and equitable to both the Lead State and the party submitting the questions.

Answers will be posted to the State of Alaska Online Public Notice website <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> as an amendment to the solicitation. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated. Offerors are cautioned about including context in questions that may reveal the source of questions.

2.2. RFP Addenda

Formal changes to this solicitation including, but not limited to, contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the State of Alaska's Online Public Notice (OPN) web site at <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> to obtain addenda or other information relating to the solicitation.

2.3. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time indicated in Section 1.3 (Schedule of Events) of this solicitation. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call-in number. **Those choosing to participate by phone must pre-register via e-mail to Linda Polk Linda.Polk@alaska.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register no less than twenty-four (24) hours prior to event start date.** Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participants own expense.

2.4 Assistance to Offerors with Disability

Offerors with a disability may receive accommodation regarding the means of communicating this solicitation or participating in the procurement process. For more information, contact the Lead State no later than ten days prior to the deadline for receipt of proposals.

2.5. Proposal Due Date

Proposals must be received by the posted closing date and time as described in the schedule of events in Section 1.3 of this solicitation. Proposals received after the deadline will be late and rejected.

2.6. Cancellation of Procurement

This solicitation may be canceled at any time prior to award of the master agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.7. State Not Responsible for Preparation Costs

The Lead State will not pay any costs associated with the preparation, submittal, presentations, or evaluations of any proposals.

2.8. Governing Laws and Regulations

This procurement is conducted by the State of Alaska, Department of Administrations, in accordance with the State of Alaska's Procurement Code (AS 36.30). These are available at <http://www.legis.state.ak.us/basis/statutes.asp#36.30>

2.9. Firm Offers

Responses to this solicitation, including proposed costs, will be considered firm for one hundred eighty 180 days after the proposal due date.

2.10. Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

Offerors must comply with all of the terms of the solicitation, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the solicitation.

Offerors may not qualify the proposal nor restrict the rights of the state. If an Offeror does so, the Lead State may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended Offeror shall be rejected.**

2.11. Proposal Submission Instructions

Proposals must be received by the posted closing date and time listed in Section 1.3 of this solicitation. Proposals received after the deadline will be late and rejected.

Offerors must submit one MASTER hard copy of their proposal, in writing, to the contracting manager in a sealed package with the technical response of the proposal and the Cost Sheet Matrix sealed separately in the package. Both the technical response and the Cost Sheet Matrix must be clearly identified.

Additionally; Offeror must include in the package one copy of the proposal on a CD Rom or USB flash drive with the technical response of the proposal and the Cost Sheet Matrix saved in a separate file and clearly identified as Vendor Name-Technical Response file and Vendor Name-Cost Sheet Matrix File.

The sealed proposal package (s) must be addressed as follows:

Department of Administrations
Division of General Services
Attention: Linda Polk
Solicitation: 2017-0200-3356
Transcription Services

If using U.S. mail, please use the following address:

PO Box 110210
Juneau AK 99811-0210

If using a delivery service, please use the following address:

333 Willoughby, 7th Floor
Juneau AK 99801

If discrepancies are found between the MASTER and the Electronic copy, the “MASTER” hard copy will provide the basis for resolving discrepancies.

Prices must be submitted on the Cost Sheet Matrix (Attachment C) in Microsoft Excel format.

Offerors are solely responsible for ensuring that their proposals are received by the Lead State in accordance with these solicitation requirements, before the closing date and time, as specified in Section 1.3. The Lead State shall not be responsible for any delays in mail or by common carriers or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover sheet of this solicitation will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this solicitation before the closing date and time.

Please Note: there are no overnight delivery services in Alaska.

Proposals shall NOT be submitted by facsimile.

2.12. Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.13. Proposal Content and Format Requirements

Proposals must be detailed and concise. Each proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this solicitation and must include a point-by-point response, structured in form and reference to the solicitation, addressing all requirements and the scope of work elements. Advertising and marketing material is not allowed.

The following information must be included in all proposals.

(a) **Authorized Signature.** All proposals must be signed by an individual authorized to bind the Offeror to the provisions of this solicitation.

(b) All proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this solicitation.

1. **Executive Summary.** The one (1) or two (2) page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal including any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the proposal by reading the executive summary.
2. **Technical Response.** This section should constitute the technical response of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the solicitation and scope of work.
3. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected information section.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal response. Please enumerate all costs on the attached Cost Sheet Matrix. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being deemed non-responsive.

2.14. Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Lead State contracting manager at least ten (10) days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Lead State contracting manager, in writing, at least ten (10) days before the deadline for receipt of proposals.

2.15. Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The commissioner of the Department of Administrations reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The commissioner's determination regarding any questions of conflict of interest shall be final.

2.16. Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

2.17. Ownership or Disposition of Proposals and other Materials Submitted

All Proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a notice of intent to award is issued. Thereafter, proposals will become public information.

2.18. Confidential or Proprietary Information

Proposer should be aware that marking any portion of a proposal as "confidential", "proprietary" or "trade secret" may exclude it from evaluation or considerations for award.

Any such information must be included in a separate section of the Offeror's proposal response clearly marked as "CONFIDENTIAL AND PROPRIETARY INFORMATION". Do not incorporate confidential and proprietary information throughout the proposal response. Rather, provide a reference in the proposal response directing the reader to the CONFIDENTIAL AND PROPRIETARY INFORMATION section. Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as confidential and proprietary. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

Information included in the CONFIDENTIAL AND PROPRIETARY INFORMATION section of an Offeror's proposal is not automatically accepted and protected. All information identified in the CONFIDENTIAL AND PROPRIETARY INFORMATION section will be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State's open records statute, freedom of information act, or similar law.

Redacted Proposal Response

In the event an Offeror includes a CONFIDENTIAL AND PROPRIETARY INFORMATION section in their proposal response, an electronic redacted copy of the Offeror's proposal (as accepted) must be submitted with the final proposal (e.g. a best and final offer) or as otherwise directed by the Lead State. Offeror acknowledges that any information in the redacted copy of their proposal response will be made public.

2.19. Supplemental Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

If the Lead State fails to identify or detect supplemental terms or conditions that conflict with those contained in this solicitation or that diminish the state's rights under any contract resulting from the solicitation, the supplemental term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the solicitation, the term or condition of the solicitation will prevail; and

- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.20. Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

2.21. Human Trafficking

By signature on their proposal, the Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the Lead State to reject the proposal as non-responsive, or cancel the contract.

Section 3: Evaluation and Award

3.1. Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

Minor informalities that may be waived by the contracting manager are those that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the solicitation;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

3.2. Discussions with Offerors

The Lead State may conduct discussions with Offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the solicitation and proposal. Discussions will be limited to specific sections of the solicitation or proposal identified by the contracting manager. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the contracting manager or the sourcing team. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the contracting manager may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

3.3. Award of Master Agreement(s)

Award shall be made to the Offeror(s) whose proposal is the most advantageous to the State of Alaska and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this solicitation.

3.4. Evaluation Process

Phase 1: In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to solicitation requirements) will be eliminated from further consideration.

See Section 4: Administrative and Technical Response Requirements

<i>1. Meets Minimum Qualifications</i>	<i>Pass/Fail</i>
<i>2. Meets Minimum Requirements</i>	<i>Pass/Fail</i>

Phase 2: Technical Proposal Evaluation (600 points)

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Experience and Capabilities	150 pts

Data Security & Confidentiality	200 pts
References	50 pts
Ability to meet Scope of Work	150 pts
Marketing	50 pts

Phase 3: Cost Proposal Evaluation:

<u>Evaluation Criteria</u>	<u>Points</u>
Cost	400 Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to costs. The points allocated for cost on the other proposals will be determined using the following formula.

(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

3.5. Notice of Intent to Award

After the completion of contract negotiations, the contracting manager will issue a written Notice of Intent to Award (NOI) and send copies to all Offerors. The NOI will set out the names of all responsive, responsible Offerors and identify the proposal selected for award. Once NOI is issued proposals, minus any approved confidential information, will become public information.

3.6 Application of Preferences:

Following the identification of the NASPO ValuePoint apparent successful Offeror(s), the State of Alaska will apply it's 5% Alaska Bidder preference, 5% Alaska Veteran Preference, 10% Alaskan Offeror preference and all other statutory and regulatory preferences that are claimed by eligible vendors.

If it is determined after the application of preferences that the apparent successful Offeror(s) are the same a Notice of Intent to Award will be issued and a Master Agreement will be negotiated and executed with the Offeror(s) and the State of Alaska may execute a participating addendum to enable purchases from the MA.

If it is determined after the application of preferences the ranking is different. A notice of Intent to Award will be issued and a National MA will be negotiated and executed with vendors not claiming State of Alaska preferences. This MA will be available for use by all governmental entities.

A state of Alaska-specific MA will then be negotiated and executed with vendors that did claim State of Alaska preferences for use by State of Alaska governmental entities. The state of Alaska must participate in the State of Alaska MA but may also choose to participate in the National MA.

3.7 Protest

AS 36.30.560 provides that an interested party may protest the content of the solicitation.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting manager at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting manager within ten (10) days after the date the notice of intent to award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The contracting manager will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the

contracting manager, appeals, and hearings, will be conducted in accordance with the state procurement code (AS 36.30), Article 8 "Legal and Contractual Remedies."

3.8 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

3.9 Failure to Negotiate

If the selected Offeror fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or indicates they cannot perform the contract within the budgeted funds available for the project; or if the Offeror and the Lead State, after a good faith effort, simply cannot come to terms, the Lead State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

Section 4: Administrative and Technical Response Requirements

4.1. Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

Minimum Experience: Offeror must have been in business for a minimum of three (3) years and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology, legal and general on a state, regional or nationwide bases.

Single Point of Contact. All Offerors must include a single point of contact in their proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement and the single point of contact for any participating entities wishing to sign a participating addendum.

Hours and submission methods Awarded Vendors must perform full service support for all regional areas awarded during normal business hours (working days, 8:00 a.m. – 5:00 p.m.)

Alaska Business License

Prior to the award of a contract, an Offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the Offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

4.2. NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement (s) resulting from this solicitation will constitute the final agreement except for negotiated terms and conditions specific to a participating entity's participating addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint standard terms and conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (**Attachment B**) and selected portions of the Offeror's proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master

Agreement terms and conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must include a statement in their proposal they have read and understand all of the terms and conditions as shown in the Master Agreement (**Attachment A**).

4.2.1 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each participating entity's state at the prescribed levels set forth in Section 20 of the NASPO ValuePoint Master Agreement terms and conditions, Attachment A. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 20.

4.2.2 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 5 of the NASPO ValuePoint Master Agreement terms and conditions, Attachment A. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 6 of NASPO ValuePoint Master Agreement terms and conditions, Attachment A.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within fifteen (15) days of Master Agreement execution. See Attachment E NASPO Sales Report Template

4.2.3 NASPO ValuePoint eMarket Center

To be eligible for award, the Offeror agrees, by submission of a proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punch-out site.

4.3 Lead State Terms and Conditions

Refer to Attachment G for the Lead State special terms and conditions that apply to this solicitation. Offeror shall indicate in their proposal that they have read and understand all of the requirements shown in the Lead State terms and conditions.

4.4 Participating State Terms and Conditions

As a courtesy to Offerors, some participating state specific terms and conditions are provided in Attachments G-X to this solicitation. These are for informational purposes only and will be negotiated with individual Participating States after award of the master agreement. Each State reserves the right to negotiate additional terms and conditions in its participating addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a participating addendum.

4.5 Technical Requirements

This section contains technical requirements pertaining to the transcription services contract. Other sections of this solicitation contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their proposal how their company meets (or exceeds) all requirements listed in Section 4 of this solicitation.

4.5.1 Experience and Capabilities – 150 Points

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this solicitation, including, at a minimum:

Offeror Profile

Provide the following information specific to your company:

- a. Your company's full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Resume of key personnel who will be managing this contract
 - *A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this solicitation*
- e. Employee size (number of employees)
- f. Website
- g. Sales contact information
- h. Your client retention rate during the past 3 years
- i. A brief history of your company and the year it was founded
- j. Describe your company's growth, if any, during the past three years
- k. Offeror must describe which state or states they will service – information required but not evaluated.

Customer Service

- a. What are your hours of operation and when are key account people available to the Participating States?
- b. Describe how problem identification and resolution will be handled.

- c. Describe the system you will use to manage multiple accounts.
- d. What are your policy and procedures for responding to customer complaints and service issues?
- e. How do you assess customer satisfaction?
- f. What are your quality assurance measures and how are they handled in your organization?
- g. What measures do you take, if any, to ensure that you are not overloaded by a single large order?

Technology

- a. Describe your methods for order submissions, including online system, if any, that purchasing entities would use to place orders and receive results.
- b. Describe your ability and processes to support a decentralized system of orders submitted from many end users in multiple states and locations.
- c. Describe your file format requirements.

4.5.2 Data Security & Confidentiality – 200 Points

- a. What measures do you take to protect sensitive customer information and comply with all federal requirements including but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personality Identifiable Information (PII)?
- b. Describe your methods for handling and reporting security events.
- c. What policies and procedures do you follow to maintain confidentiality of all transcription files.

4.5.3 References – 50 Points

- a. Offeror shall provide complete and separate client reference form Attachment D for three references that are currently using or have previously used services of the type proposed in this solicitation. The references may include state governments or universities for whom the Offeror, preferably within the last three years, has successfully completed transcription services. A responsible party of the organization for which the services were provided to the client (the Offeror's customer) must provide the reference information and must sign and date the form. It is the Offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference forms that are not received or are not completed may adversely affect the Offeror's score in the evaluation process.

Client reference forms exceeding the specified number will not be considered. The State may contact the client references for validation of the information provided in the client reference forms. If the state finds erroneous information, evaluation points may be deducted or the proposal may be rejected

4.5.4 Scope of Work -150 Points

- a. Offerors shall demonstrate in their proposal how they meet or exceed the requirements of each section of the scope of work in Attachment B. Offerors shall show each requirement and its response in their proposal.

4.5.5 Marketing of the NASPO ValuePoint Master Agreement- 50 Points

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

- a. Briefly describe how you intend to promote the use of the Master Agreement.
- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- d. How will your company manage due dates for administrative fee payments and usage reports?
- e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

Section 5: Price and Cost Proposal- 400 Points

Cost in proposals will be evaluated independent of the technical evaluation. The Cost Sheet Matrix must be submitted to the Lead State as a separate document in Offeror's proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment C

Cost for the NASPO ValuePoint master agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment C Cost Sheet Matrix. Prices and rates must be fully-burdened including all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other participating entities may vary and are expected to be addressed in the participating addenda.

5.1 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the master agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Attachment A Section 10 of the NASPO ValuePoint Master Agreement terms and conditions.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A participating entity's participating addendum ("PA");
- (2) NASPO ValuePoint Master Agreement terms & conditions;
- (3) A purchase order issued against the master agreement;
- (4) The Scope of work, Attachment B;
- (5) The solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor 's response to the solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

NASPO ValuePoint Program Provisions

2. Term of the Master Agreement

a. The initial term of this Master Agreement is for two years. This Master Agreement may be extended beyond the original contract period for three additional one year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of participating entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

3. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

4. Participants and Scope

a. Contractor may not deliver products under this Master Agreement until a participating addendum acceptable to the participating entity and Contractor is executed. The NASPO ValuePoint Master Agreement terms and conditions are applicable to any order by a participating entity (and other purchasing entities covered by their participating addendum), except to the extent altered, modified, supplemented or amended by a participating addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on orders, governing law and venue relating to orders by a participating entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some participating addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the participating addendum or, with the consent of the purchasing entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the purchasing entity to place the order.

b. Use of specific NASPO ValuePoint cooperative Master Agreement's by state agencies, political subdivisions and other participating entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those participating entities who have signed a participating addendum and purchasing entities within the scope of those participating addenda. Financial obligations of participating entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating entities who are states incur no financial obligations on behalf of other purchasing entities. Contractor shall email a fully executed PDF copy of each participating addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the master agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: term of the master agreement; amendments;

participants and scope; administrative fee; NASPO ValuePoint summary and detailed usage Reports; NASPO ValuePoint Cooperative program marketing and performance review; NASPO ValuePoint eMarketCenter; right to publish; price and rate guarantee period; and individual customers. Any such language shall be void and of no effect.

f. Participating entities who are not states may under some circumstances sign their own participating addendum, subject to the approval of participation by the Chief Procurement Official of the state where the participating entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a participating addendum is not a determination that procurement authority exists in the participating entity; they must ensure that they have the requisite procurement authority to execute a participating addendum.

g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a participating addendum, purchasing entities may not resell products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a purchasing entity for products; sales of products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a purchasing entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

5. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint administrative fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint administrative fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint administrative fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by purchasing entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the participating addendum that is made a part of the master agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by purchasing entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint administrative fee percentage or the prices paid by the purchasing entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint administrative fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in participating addenda.

6. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation or in participating entities PAs, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/administrative fee reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) purchasing entity name; (4) purchasing entity bill-to and ship-to locations; (5) purchasing entity and Contractor purchase order identifier/number(s); (6) purchase order type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) purchase order date; (8) ship date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint cooperative development team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint cooperative development team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under participating addenda executed under this master agreement. The format for the detailed sales data report is shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the participating addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint cooperative development coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active participating addendum, states that Contractor is in negotiations with and any participating addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative development coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the master agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

7. NASPO ValuePoint Cooperative Program Marketing and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the master agreement.
- b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. Right to Publish

Throughout the duration of this master agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the master agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the master agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

Except to the extent modified by a participating addendum, each purchasing entity shall follow the terms and conditions of the Master Agreement and applicable participating addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the master agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable participating addendum for their purchases. Each purchasing entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each purchasing entity individually.

Administration of Orders

12. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in participating addenda and adapted to the purchasing entity’s rules and policies. The purchasing entity may in its sole discretion determine which Master Agreement Contractor s should be solicited for a quote. The purchasing entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each purchasing entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the purchasing entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this master agreement.

d. Contractor shall not begin work without a valid purchase order or other appropriate commitment document under the law of the purchasing entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the master agreement.

f. All Orders pursuant to this master agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the purchasing entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the Contractor ’s proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of orders placed shall be furnished solely to the authorized purchasing agent within the purchasing entity’s purchasing office, or to such other individual identified in writing in the order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this master agreement. Contractor is reminded that financial obligations of purchasing entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this master agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation or termination of this master agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this master agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery.

a. The prices are the delivered price to any purchasing entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the purchasing entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the purchasing entity placing the Order. Inside delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or purchase order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the purchasing entity placing the order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

Any and all products offered and furnished shall comply fully with all applicable federal and state laws and regulations.

15. Inspection and Acceptance.

a. Where the Master Agreement or an order does not otherwise specify a process for inspection and acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All products are subject to inspection at reasonable times and places before acceptance. Contractor shall provide right of access to the Lead State or to any other authorized agent or official of the Lead State or other participating or purchasing entity,

at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this master agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the purchasing entity related to the preparation and shipping of product rejected and returned, or for which acceptance is revoked.

c. If any services do not conform to contract requirements, the purchasing entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in order amount. When defects cannot be corrected by re-performance, the purchasing entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon acceptance.

16. Payment

Payment after acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a participating addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a state or political subdivision "Purchasing Card" with no additional charge.

17. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the master agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of acceptance that: (a) the product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is suitable for any special purposes identified in the solicitation or for which the purchasing entity has relied on the Contractor's skill or judgment, (d) the product is designed and manufactured in a commercially reasonable manner, and (e) the product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

18. Title of Product

Upon acceptance by the purchasing entity, Contractor shall convey to purchasing entity

title to the product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the product shall include an irrevocable and perpetual license to use any embedded software in the product. If purchasing entity subsequently transfers title of the product to another entity, purchasing entity shall have the right to transfer the license to use the embedded software with the transfer of product title. A subsequent transfer of this software license shall be at no additional cost or charge to either purchasing entity or purchasing entity's transferee.

19. License of Pre-Existing Intellectual Property

Contractor grants to the purchasing entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or product, perform, display, and dispose of the intellectual property, and its derivatives, used or delivered under this master agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the pre-existing intellectual property.

General Provisions

20. Insurance

a. Unless otherwise agreed in a participating addendum, Contractor shall, during the term of this master agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each participating entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this master agreement's termination or, at a participating entity's option; result in termination of its participating addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial general liability covering premises operations, independent Contractor's, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable state worker's compensation or employer's liability insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a participating entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a

written endorsement to the Contractor 's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor 's liability insurance policy shall be primary, with any liability insurance of any participating state as secondary and noncontributory. Unless otherwise agreed in any participating addendum, other state participating entities' rights and Contractor 's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state participating entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any participating entity, result in this master agreement's termination or the termination of any participating addendum.

f. Coverage and limits shall not limit Contractor 's liability and obligations under this master agreement, any participating addendum, or any purchase order.

21. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by purchasing entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a participating entity, a purchasing entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor 's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a purchasing entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this agreement or final payment for any order placed by a purchasing entity against this agreement, whichever is later, or such longer period as is required by the purchasing entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, participating entity, or purchasing entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor 's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

22. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a product under this master agreement, be exposed to or acquire information that is confidential to purchasing entity or purchasing entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this master agreement, including, but not necessarily limited to (1) any purchasing entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of purchasing entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the confidential information by Contractor shall be treated in the same manner as the confidential information. Confidential information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by purchasing entity to others without restrictions similar to those imposed by this Master Agreement ; (3) is rightfully in Contractor 's possession without the obligation of nondisclosure prior to the time of its disclosure under this master agreement; (4) is obtained from a source other than purchasing entity without the obligation of confidentiality, (5) is disclosed with the written consent of purchasing entity or; (6) is independently developed by employees, agents or sub-Contractor s of Contractor who can be shown to have had no access to the confidential information.

b. Non-Disclosure. Contractor shall hold confidential information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose confidential information to third parties or use confidential information for any purposes whatsoever other than what is necessary to the performance of orders placed under this master agreement. Contractor shall advise each of its employees and agents of their obligations to keep confidential information confidential. Contractor shall use commercially reasonable efforts to assist purchasing entity in identifying and preventing any unauthorized use or disclosure of any confidential information. Without limiting the generality of the foregoing, Contractor shall advise purchasing entity, applicable participating entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of this Master Agreement , and Contractor shall at its expense cooperate with purchasing entity in seeking injunctive or other equitable relief in the name of purchasing entity or Contractor against any such person. Except as directed by purchasing entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any confidential information to any person, except in accordance with this master agreement, and that upon termination of this Master Agreement or at purchasing entity's request, Contractor shall turn over to purchasing entity all documents, papers, and other matter in Contractor 's possession that embody confidential information. Notwithstanding the foregoing, Contractor may keep one copy of such confidential information necessary for quality assurance, audits and evidence of the performance of this master agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any confidential information, will cause irreparable injury to purchasing entity that is inadequately compensable in damages. Accordingly, purchasing entity may

seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of purchasing entity and are reasonable in scope and content.

d. Purchasing entity law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any purchasing entity.

23. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the purchasing entity's public information laws.

24. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this master agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

25. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

26. Independent Contractor

The Contractor shall be an independent Contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other participating entities, or purchasing entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any participating addendum.

27. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any participating entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the participating addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a purchasing entity to indemnification by the Contractor, rights of payment for products delivered and accepted, rights attending any warranty or default in performance in

association with any order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

28. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of god, or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the master agreement.

29. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this master agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this master agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this master agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this master agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this master agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the participating addendum, in the event of a default under a participating addendum, a participating entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the master agreement, in addition to those set forth in its participating addendum. Unless otherwise specified in a purchase order, a purchasing entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable participating addendum with respect to an order placed by the purchasing entity. Nothing in these Master Agreement terms and conditions shall be construed to limit the rights and remedies available to a purchasing entity under the applicable commercial code.

30. Waiver of Breach

Failure of the Lead State, participating entity, or purchasing entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or participating addendum. Any waiver by the Lead State, participating entity, or purchasing entity must be in writing. Waiver by the Lead State or participating entity of any default, right or remedy under this Master Agreement or participating addendum, or by purchasing entity with respect to any purchase order, or breach of any terms or requirements of this Master Agreement, a participating addendum, or purchase order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, participating addendum, or purchase order.

31. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this master agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

32. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO cooperative purchasing organization LLC (doing business as NASPO ValuePoint), the Lead State, participating entities, and purchasing entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or sub-Contractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – intellectual property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, participating entities, purchasing entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of

the claim that the product or its use, infringes intellectual property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the product with any other product, system or method, unless the product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the product; or

(c) reasonably required, in order to use the product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the product in combination with such product, system or method.

(2) The Indemnified party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual property claim, it shall have control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this master agreement.

33. No Waiver of Sovereign Immunity

In no event, shall this master agreement, any participating addendum or any contract or any purchase order issued thereunder, or any act of the Lead State, a participating entity, or a purchasing entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the constitution of the united states or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the participating entities who are states only to the extent congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign

immunity and immunity based on the eleventh amendment to the constitution of the United States.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any participating addendum or order against the Master Agreement shall be governed by and construed in accordance with the laws of the participating entity's or purchasing entity's state.

b. Unless otherwise specified in the solicitation, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any order placed against the Master Agreement or the effect of a participating addendum shall be in the purchasing entity's state.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a participating state if a named party; the state where the participating entity or purchasing entity is located if either is a named party.

35. Assignment of Antitrust Rights

Contractor irrevocably assigns to a participating entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a participating entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or participating addendum, including, at the participating entity's option, the right to control any such litigation on such claim for relief or cause of action.

36. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, contract provisions for Non-Federal entity contracts under federal awards, orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery. These federal requirements may be proposed by participating entities in participating addenda and purchasing entities for incorporation in orders placed under this master agreement.

(November 2015)

Attachment B: Scope of Work (See Section 4.5.4.)

A.1. General Transcription Services

1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor (s) within this scope of work of this solicitation.
2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The Lead State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The Lead State will document in writing the reason(s) for any rejection of personnel.
3. The Contractor shall have the capability of providing audio to text and video to text.
4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.
5. The Contractor shall establish a secure file transfer protocol (SFTP) website for use in transferring documents to and from the participating entity.
6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP site. Participating entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.
7. The participating entity shall be given the opportunity to review, approve and accept all work ordered and received by the participating entity. All materials for review shall be delivered to the participating entity via the Contractor 's SFTP site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.
 - a. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any participating entity requires retypes or corrections, the Lead State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.
8. Deliverable deadlines shall be agreed upon by participating entity and Contractor prior to order placement.
9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.
 - a. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the participating entity.
 - b. The Contractor shall have the capability to generate reports from the log as requested by the participating entity. Reports shall be delivered to participating entity via the SFTP site or email as requested by the participating entity.
10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.
11. The Contractor shall be held responsible for the security of its premises and assumes all risk.

12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the participating entity.
13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.
 - a. Dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).
 - b. Must have capability of single speaker dictation and multiple speaker recordings.
14. All recordings must be able to be paused, rewound, and fast-forwarded.
15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the participating entity.
16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.
17. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.
18. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the participating entity, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.
19. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.
 - a. The participating entity shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the "foot printing" of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers;
 - b. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor's operations. However, the Contractor shall immediately notify the Lead State contact, and ordering agency of any security event which would constitute a security event including any "breach of the security of the system" under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and
 - c. The Contractor shall likewise notify the Lead State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor's privacy manager or other appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.
20. If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate

response.

21. All services shall be performed in the United States.

A.2. Medical transcription services

22. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.
23. The format shall be specified by the participating entity.
24. The SFTP site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.
25. The Contractor shall destroy medical transcriptions in compliance with the Participating State's laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.
26. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the participating entity.
27. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.
28. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy and medications.
29. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDI) industry standards.

A.3. Legal Transcription Services

30. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall meet the participating state's requirements for all written documents.

A.4. Optional Transcription Services

31. If the Contractor provides optional transcription services, such as braille or insurance services the participating entity may provide a written request for these services to the Contractor.

Attachment D

Client Reference Form



Attachment D
CLIENT REFERENCE F

Attachment E

NASPO Sales Report Template



Attachement E
Copy of NASPO Val

Attachment F

Anticipated Usage

(NASPO ValuePoint will gather from other states)

Attachments G-X: Lead State and Additional Participating States' Terms and Conditions

(NASPO ValuePoint will gather from other states to be inserted prior to posting)

Alaska Additional Terms and Conditions



Attachment G State
of Alaska Specific Te

Attachment Y

Evaluation Criteria and Contractor Selection



Attachment Y
Evaluation Criteria a

Cost Sheet Matrix: Attachment C

Cost for the NASPO ValuePoint master agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment C cost sheet matrix. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the contractor's performance.

The lead state is exempt from federal excise taxes and no payment will be made for any taxes levied on the offeror's employee's wages. The lead state will pay for any applicable lead state or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other participating entities may vary and are expected to be addressed in the participating addenda.

The prices, rates and costs proposed in the offeror's response will be valid for a minimum of the initial term of the master agreement. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the lead state if the master agreement is renewed after the initial term. The offeror must explain the proposed process to implement cost changes, and how the lead state will be notified.



Attachment C Cost
Sheet Matrix .xlsx

Attachment D

CLIENT REFERENCE FORM

- A complete and separate Client Reference Form must be provided for each reference.
- Offeror must complete the first part of the Client Reference Form, filling in the information for Company (Offeror) Name, Company (Offeror) Address, and the Name of Project.
- A responsible party of the organization for which the services were provided (the Client) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Client Reference Form(s) must be submitted with the Offeror's proposal.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information, points may be deducted or the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, points may be deducted or the proposal may be rejected.
- If a proposal is submitted without a Client Reference Form, points may be deducted or the proposal may be rejected.

Client Reference Form

Offeror Information

Company Name (Offeror):	Company (Offeror) Address:
Name of Project:	

Client Information

Organization Name (Client):	Organization Address:
Person Providing the Reference:	Title:
Phone Number:	Email address:
Reference <u>Signature</u> & Date:	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

2. Rate each of the following concerning this company's performance using the ratings below:

S – Strongly Agree/Very Positive
A – Agree/Positive
N – Neutral
D – Disagree/ Negative
F – Failed

Rating

- _____ A. This company ensured the project deliverables were completed on time and within the agreed budget.
- _____ B. This company provided the appropriate resources to the project.
- _____ C. This company was knowledgeable in providing the services.
- _____ D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- _____ E. This company provided open, timely communications, and was responsive to our needs and requirements.
- _____ F. I would choose to work with this company again.

Additional Comments:



This is the minimally acceptable reporting requirement for NASPO ValuePoint cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from NASPO ValuePoint Cooperative Development Team to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-13 format or an equivalent approved by the NASPO ValuePoint Cooperative Development Team.

Field Name	COL #	Field Description	Data Type	Field Size
VENDOR NAME	A	Name of Vendor		
VENDOR CONTRACT NUMBER	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric	5
STATE	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	D	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	H	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric	8
SHIP DATE	R	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	S	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	T	Vendor assigned Invoice Number	Alpha Numeric	20
PRODUCT NUMBER	U	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	V	Product description of purchased product	Alpha Numeric	60
UNSPSC	W	Commodity-level code based on UNSPSC code rules	Alpha Numeric	8
LIST PRICE/MSRP/CATALOG PRICE	X	contract]	Numeric	10
UNIT PRICE	Y	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Z	Quantity Invoiced (99999.999)	Numeric	11
TOTAL PRICE	AA	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.999)	Numeric	13
NASPO VALUEPOINT ADMIN FEE	AB	Administrative Fee based on Total Price - US Currency (\$999999.999)	Numeric	13
VAR/Reseller/Distributor	AC	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric	30
Energy Star Compliant	AD	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric	1
EPEAT Compliant	AE	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric	1
Optional	AF		Alpha Numeric	60
Optional		[ADDITIONAL OPTIONAL COLUMNS MAY BE ADDED BASED ON APPROVAL FROM WNCDT]	Alpha Numeric	60

Attachment G [State of Alaska Specific Terms and Conditions:](#)

Contractor agrees to provide an Administrative Fee to the State of Alaska for all net sales made under Alaska's Participating Addendum.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Attachment Y Evaluation Criteria and Contractor Selection

The total number of points used to score this proposal is 1000

Sec. 4.5.1 Experience and Capabilities Section 150 pts

- 1) Do key personnel assigned to manage this contract have experience on similar projects?
- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals who will be managing this contract?
- 3) How extensive is the applicable education and experiences of the personnel designated to manage this contract?
- 4) How will does the offeror demonstrate the ability to service multiple accounts?
- 5) Does the offeror have adequate policies and procedures for responding to customer complaints?
- 6) Does the offeror demonstrate adequate quality measures in their organization?
- 7) Does the offeror demonstrate adequate problem identification and resolutions procedures?
- 8) Does the offeror demonstrate an ability to handle large volume orders without becoming overloaded?
- 9) Were the methods for order submissions adequate to meet the service needs for this contract?
- 10) Does the offeror have the ability to support a decentralized system of orders submitted from any end users in multiple states and locations?

Sec. 4.5.2 Data Security & Confidentiality 200 pts

- 1) Does the offeror describe adequate measures to protect sensitive customer information and the ability to comply with federal requirements such as HIPAA and PII?
- 2) Does the offeror describe adequate measures for handling and reporting security events?
- 3) Does the offeror have adequate policies and procedures in place to maintain confidentiality of all transcription files?

Sec. 4.5.3 References 50 pts

- 1) Did the offeror provide 3 references that have used services of the type proposed in this solicitation?
- 2) Were the references provided favorable for the offeror?

Sec 4.5.4 Scope of Work 150 pts

- 1) Did the offeror demonstrate the ability to meet or exceed the requirements of each section of the scope of work?

Sec 4.5.5 Marketing of the NASPO ValuePoint Master Agreement 50 pts

- 1) Was the offeror's plan to promote the use of the Master Agreement acceptable?
- 2) Did the Offeror's market plan give adequate detail to integrate the Chief Procurement Officer's permission into the marketing plan?
- 3) Did the offeror give detail on opportunities or challenges with working with NASPO ValuePoint staff to engage in strategies for promoting the master agreement?